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
REBUILDERS PR, LLC

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DIVISION CONTRATOS

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 13 of November, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **REBUILDERS PR, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Meliá León, 4th Street #11, Guaynabo, Puerto Rico, herein represented by Carlos Aldarondo Rivera, in his capacity as Senior Project Manager, of legal age, married, and resident of Guaynabo, PR duly authorized by Resolution by the CONTRACTOR.

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

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

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

I. TYPE OF CONTRACT

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

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

Attachment A Notice of Award

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

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

II. TERM OF AGREEMENT

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending in November, 12, 2022.

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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. The Contractor shall furnish a payment and performance bond in the amount of $25,000,000.00. Such bond must be furnished prior to contract award. The Contractor shall only render services (Task Orders) up to the amount of the bond. Services rendered in excess of the bond shall be considered not allowable.

E. 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.

F. 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.

G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). 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.

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H. 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.

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

J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

K. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.

L. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

> **"Under penalty of absolute nullity, I 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.

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VIII. DOCUMENTATION AND RECORKEEPING

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

B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.

C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.

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.

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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,

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the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

XI. PERFORMANCE WARRANTY

(a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(b) CONTRACTOR warrants that all Deliverables it completes under this Agrreement shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.

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

1. repair or replace Deliverables that do not meet specifications;
2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. pay liquidated damages for any past due Deliverable; and
4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Agreement.

XII. TERMINATION

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

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B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a

termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

C. **Termination by Unilateral Abandonment**: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

D. **Unilateral Termination**: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

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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.

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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 AND BONDINGS

A. Required Coverage

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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.

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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.

D. Payment and Performance Bonds

The Contractor will obtain, and at all times during the course of construction until the work is completed under the contract, or subcontract as the case may be, cause to maintain a payment and performance bond in such amounts required by the PRDOH and/or as established in the contract. The work shall be considered completed when the warranty period expires or after one year has elapsed from the final inspection and PRDOH

acceptance, and the Contractor has delivered a final, unconditional lien waiver with respect thereto.

In the instance the amount of the payment and performance bond, as required by the PRDOH, is less than the full amount of the award (contract), the Contractor shall only provide services (Task Orders) up to the bond amount. If the bonding capacity of the Contractor increases during the existence of the contract, the Contractor shall provide such evidence (bond) to the PRDOH, and the PRDOH will increase the work capacity (Task Orders) accordingly but never exceeding the bond amount.

The PRDOH shall provide the Contractors with new Task Orders, when the previous ones are considered completed. If by any reason the Contractor has Task Orders in excess of the Payment and Performance Bond, the Contractor shall notify the PRDOH in less than ten (10) calendar days or prior to the commencement of any work. Failure to notify the PRDOH may result in the payment of damages and liabilities arising under such Task Orders, and the Contractor will be at risk of not receiving payments for the works done in excess of the Payment and Performance Bond.

In any case the Contractor works in excess of the Payment and Performance Bond, the Contractors agrees to hold the Government of Puerto Rico, the PRDOH, and/or HUD, harmless from any and all claims, loss, liabilities and costs, including attorney's fees, as a result of the work done in excess of the Payment and Performance Bond, including any events incidental to said work. If the Government of Puerto Rico, the PRDOH, and/or HUD incur any of these types of expenses, the Contractor agrees to reimburse the Government of Puerto Rico, the PRDOH, and/or HUD."

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XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

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

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

CAR The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without

limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

XX. NOTICES

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

To: PRDOH

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

To: CONTRACTOR

Carlos Aldarondo Rivera
Rebuilders PR, LLC
PO Box 192484
San Juan, PR 00919

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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.

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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

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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.

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K. **Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, *et seq*.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

L. **Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, *et seq*.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

M. **Clause of Governmental Ethics Certification of Absence of Conflict of Interests** - The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this Agreement, purchase or commercial transaction. (2) No public servant of this executive agency has requested nor have I accepted, directly or indirectly, for him/her, for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans, or anything else of monetary value. (3) No public servant(s) has requested nor have I accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him/her, for any member of his/her family unit, or for any other person, business, or entity, some of economic value, including gifts, loans, promises, favors, or services in exchange for the performance of said public servant in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

N. **Ethics.** CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico

Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

O. Non-Conviction. The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of publics funds.

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4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) 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

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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.

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G. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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

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

A.- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a

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material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

XXIX. EQUAL OPPORTUNITY

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

B. - The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D.- The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

E. - The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. - In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and

such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXX. CLEAN AIR ACT

A.- The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

B. - The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXXI. WATER POLLUTION CONTROL ACT

A.- The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*

B. - The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXXII. SOLID WASTE DISPOSAL ACT

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

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

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

XXXIII. DRUG FREE WORKPLACE

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

XXXIV. SUSPENSION AND DEBARMENT

A.- This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 CFR Part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

B. - The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

CAR

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.

CAR

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.

CAR

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.

JGE

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.

CAR

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	**REBUILDERS PR, LLC**
Fernando A. Gil-Enseñat, Esq. Secretary	Carlos Aldarondo Rivera Senior Project Manager DUNS No. 116917403

Attachment A

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: carlos@rebuilderspr.com

Carlos Aldarondo
Project Manager
Rebuilders PR, LLC
PO Box 193484
San Juan, PR 00919

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

CAN

Dear Mr. Aldarondo:

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, Rebuilders PR, 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 Pitirre Construction Company, Inc. (Proposer No. 20) requesting the immediate withdrawal of the proposal submitted in response to the RFP. Therefore, the PRDOH was left with twenty-nine (29) Proposals for the RFP. A summary of the results of the technical evaluation of each Proposal, as evaluated by the Evaluation Committee, is shown in **Table 1**.

Table 1: Proposals Technical Evaluation Summary

No.	Proposer Name	Mandatory Req.	Qualifi-cations	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

No.	Proposer Name	Mandatory Req.	Qualifi-cations	Work Approach	Conceptual Design Submissions		Plan for Section 3 Complian ce	Total Technical Score	"Qualified Proposer"
					Single-Story 3-Bedroom	Two-Story 3-Bedroom			
2	SLSCO LTD	Pass	88.66	73.67	33.67	34.67	3.00	233.67	Yes
3	Lemoine Disaster Recovery, LLC	Pass	77.34	85.01	34.33	33.00	4.33	234.01	Yes
4	Thompson Construction Group Inc.	Pass	66.34	89.34	36.00	38.00	5.00	234.68	Yes
5	DSW Homes LLC	Pass	72.67	90.98	38.00	36.33	5.00	242.98	Yes
6	FR-BLDM LLC	Pass	81.68	89.67	38.33	38.00	5.00	252.68	Yes
7	OSSAM Construction, Inc.	Pass	88.66	87.67	33.67	34.00	0.00	244.00	Yes
8	Enviro-Tab, Inc.	Pass	67.00	72.67	36.00	36.67	3.00	215.34	No
9	Piloto Construction LLC	Pass	72.66	65.34	37.00	37.00	2.67	214.67	No
10	APTIM PR LLC	Pass	73.67	95.99	37.33	38.00	5.00	249.99	Yes
11	Desarrollos 3V, Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12	Rebuilders PR LLC	Pass	81.00	81.34	36.67	37.33	5.00	241.34	Yes
13	Design Build LLC	Pass	81.34	69.66	33.33	32.67	2.67	219.67	No
14	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	Coribe Tecno, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25	Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26	WG Pitts Caribbean, LLC	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
27	Custom Homes, Inc.	Pass	75.33	93.66	34.00	34.00	5.00	241.99	Yes
28	Maglez Engineering & Contractors, Corp.	Pass	66.67	58.99	26.33	28.33	3.00	183.32	No
29	Burke Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30	Moderno Construction Corp.	Pass	60.66	77.99	33.67	35.67	4.33	212.32	No

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

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

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

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

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

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

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

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

[1] Technical Weighted Score includes the resulting percentages from the Qualifications, Work Approach, Conceptual Design Submissions, and Section 3 Plan evaluation by the Evaluation Committee. Refer to Section 8.4 of the RFP for the formula used to translate technical points into their corresponding percentages.
[2] Cost Proposal Weighed Score includes the sum of the resulting percentages from the evaluation of single- and two-story 2-bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Refer to Section 8.4 of the RFP for the formula used to translate Replacement Home Cost Proposals into their corresponding percentages.
[3] 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 Reasona-bleness 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**
- Lemoine Disaster Recovery, LLC **(Proposer No. 3)** ..... **Level 1**
- Thompson Construction Group, Inc. **(Proposer No. 4)** ..... **Level 1**
- DSW Homes LLC **(Proposer No. 5)** ..... **Level 1**
- FR-BLDM LLC **(Proposer No. 6)** ..... **Level 1**
- Rebuilders PR, LLC **(Proposer No. 12)** ..... **Level 1**
- ANG Construction, Inc. **(Proposer No. 15)** ..... **Level 2**
- Yates-Bird LLC **(Proposer No. 16)** ..... **Level 1**
- Caribe Tecno, CRL **(Proposer No. 24)** ..... **Level 1**
- Custom Homes, Inc. **(Proposer No. 27)** ..... **Level 2**

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

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

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

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.

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

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

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

Sincerely,

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

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

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

Receipt Number: 7004 2510 0007 0078 5899

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 seth forth in the RFP-2018-09. This award results in the execution of the following agreements for the Homeowner Repair, Reconstruction, or Relocation Program Construction Managers under the Community Development Block Grant for Disaster Recovery (CDBG-DR) program:

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

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

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

The Notice for the RFP-2018-09 was published on November 16, 2018, thorugh the Registro Unico de Subastas del 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	Aireko Construction Management Services LLC	Level 1
15	ANG Construction, Inc.	Level 2
16	Yates-Bird LLC	Level 1
17	North Construction Group Inc.	Level 2
18	CIC Construction Group SE	Level 2
19	Three O Construction SE	Level 2
20	Pitirre Construction Company, Inc.(1)	Level 2
21	Venegas Construction, Corp.	Level 1
22	4 Contractors JV	Level 1
23	RV Engineering Group, Corp.	Level 2
24	Caribe Tecno, CRL	Level 1
25	Seasons-CL LLC	Level 2
26	WG 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 Pitirre Construction Company, Inc. (Proposer No. 20) requesting the immediate withdrawal of the proposal submitted in response to the RFP. Given the withdrawal, the PRDOH was left with twenty-nine (29) Proposals for the services.

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

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

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

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

Proposers that failed the Mandatory Requirements were the following:

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

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

- **North Construction Group, Inc. (Proposer No. 17):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 59.44% on its Financial Capacity Evaluation.

- **RV Engineering Group, Corp. (Proposer No. 23):** According to the Evaluation Committee Report this Proposer failed to comply with the Bid Bond requirements of the RFP. Also, the Proposer failed to submit a Cost Proposal for the single-level 3-bedroom model home and Conceptual Design Submission for the two-level 3-bedroom model home.

- **WG Pitts Caribbean, LLC (Proposer No. 26):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 2 Construction Manager. Proposer obtained a score of 61.85% on its Financial Capacity Evaluation. Also, the Proposer failed to comply with the Bid Bond requirements of the RFP.

- **Burke Construction Group, Inc. (Proposer No. 29):** This Proposer failed to comply with the Financial Requirements of the RFP for a Level 1 Construction Manager. Proposer obtained a score of 67.17% on its Financial Capacity Evaluation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 2: Proposals Evaluation Summary

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

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

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

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

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

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

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

Table 3: Total Weighed Scores of "Qualified Proposers"

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-09. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsider00ation, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

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

Signed by:

Luz M. Acevedo Pellot, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

CAM

Mr. Omar Figueroa Vázquez, Esq.

Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario

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

Luz S. Colón Ortiz
Alternate Secretary, Bid Board

EXHIBIT II
LIST OF PROPOSERS

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

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

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

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

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

Attachment B

REBUILDERS PR, LLC

REQUEST FOR PROPOSALS CDBG-DR-RFP-2019-09

HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

January 22, 2019

CAH2

Submitted by: Rebuilders PR LLC
P.O. Box 192484
San Juan, Puerto Rico 00919-2484
Attn.: Carlos Aldarondo, P.E.
Senior Project Manager
carlos@rebuilderspr.com

January 22, 2019

HAND DELIVERED

Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Bldg., 9th Floor
San Juan, Puerto Rico 00918
Attn: Rafael H. Vázquez Muñiz, Procurement Area

RE: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDGB-DR-RFP-2018-09

Ladies and Gentlemen:

Reference is hereby made to that certain Request for Proposals for Homeowner Repair, Reconstruction, or Relocation Program Construction Managers under the Community Development Block Grant Disaster Recovery CDBG-DR-RFP-2018-09 (the "Program") issued by the Puerto Rico Department of Housing (the "PRDOH") on November 16, 2018 (as the same may have been amended, modified or supplemented from time to time, the "RFP"). In response to the RFP and in accordance with the provisions of Section 5.1 of the RFP, Rebuilders PR, LLC (hereinafter, "Rebuilders") hereby respectfully submits its proposal, in three (3) separate and sealed envelopes as follows: (i) one envelope identified as **"Mandatory Requirements"**; (ii) one envelope identified as **"Qualifications and Work Approach"**; and (iii) one envelope identified as **"Cost Proposal"**. Each envelope contains an original of the corresponding response to each section of the RFP, together with three (3) copies thereof. Furthermore, a USB flash drive has also been delivered in conjunction with the envelopes. Finally, a copy of the corporate resolution authorizing the individuals executing documents on behalf of Rebuilders has been attached to this cover letter.

Attached to this version of the cover page, please find the contents of the Level 1 Construction Manager **"Qualifications and Work Approach"** portion of Rebuilders' proposal. As shown in the following pages, Rebuilders, its members, managers and officers have substantial experience in the development, project management, construction and delivery of residential single-family and multi-family dwellings in Puerto Rico, having developed and/or built over 6,000 total units combined amongst them. The members of Rebuilders are accustomed to working (i) under pressure, (ii) with large financing commitments, (iii) with significant oversight from third parties such as lenders and bonding companies, and (iv) with strict budgets and funding parameters. Also, recently the members of Rebuilders have participated in the *Tu Hogar Renace* program, as well as in Atkins's reconstruction and relocation program with the Federal Emergency Management Agency. Thus, they already possess very relevant experience in programs similar to the one submitted by the PRDOH under the RFP. As such, Rebuilders' believes it is uniquely qualified to work as a Level 1 Construction Manager within the Program.

Very truly yours,

Carlos Aldarondo, P.E.

REBUILDERS PR, LLC

--o0o--

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS

Effective as of December 21, 2018

This Unanimous Written Consent of the Members of **ReBuilders PR, LLC**, a Puerto Rico limited liability company (the "Company"), is entered into by the undersigned, being all of the members of the Company (collectively, the "Members").

WHEREAS, the Members have decided that it is in the best interests of the Company to participate in certain Request for Proposal issued by the Puerto Rico Department of Housing ("PRDOH") for the Homeowner Repair, Reconstruction or Relocation Program (the "Program") as part of the PRDOH's action plan for the United States Housing and Urban Department's ("HUD") Community Development Block Grant – Disaster Recovery.

WHEREAS, the Members have agreed to participate in the Request for Proposal ("RFP") and have decided to designate certain officers of the Company as the lead project managers or responsible parties in charge of promoting and ensuring compliance with the terms of the RFP and preparing the actual submittal (the "RFP Submittal").

THEREFORE, BE IT:

RESOLVED, that the form, terms and provisions of the RFP Submittal be, and the same hereby is, in all respects, approved, subject to such changes, modifications or additions as may be deemed necessary or appropriate by **Manuel Batlle Hernaiz**, as President or the Company or by **Carlos Aldarondo Rivera**, as Senior Project Manager of the Company, each acting singly, the approval of any such change, modification or addition by any such officer to be evidenced by his execution and delivery of any document, without the need for any further action;

FURTHER RESOLVED, that **Manuel Batlle Hernaiz**, as President of the Company or **Carlos Aldarondo Rivera**, as Senior Project Manager of the Company, is hereby authorized, empowered and directed, on behalf of the Company, to negotiate, execute and deliver the RFP Submittal and each other related document and any other instrument, document or agreement that may be required by PRDOH in order to participate in the RFP and comply with PRDOH requirements.

FURTHER RESOLVED, that **Manuel Batlle Hernaiz**, as President of the Company or **Carlos Aldarondo Rivera**, as Senior Project Manager of the Company, be and he hereby is, authorized and directed to do and perform all such acts and things and to sign all such documents and certificates and to take all such other steps as may be necessary, advisable or convenient and proper to carry out the intent of the foregoing resolutions in the form approved thereby;

FURTHER RESOLVED, that this written consent may be executed in counterparts, all such executed counterparts together shall constitute one instrument, and each executed counterpart shall be deemed an original copy of this written consent;

FURTHER RESOLVED, that this written consent, as executed by any of the undersigned, may be transmitted by facsimile machine, portable document format or any other electronic

means and shall be treated in all manners and respects as an original document and an original signature.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand on this ~~17th~~ 21st day of December, 2018.

Manuel Batlle Hernaiz

Luis Fernández Neumann

LOS PORTALES DE MADECO, INC.

By: _____
Name: Alejandro Valdés Mercado
Title: Vice President

Affidavit No.: 3038

Acknowledged and subscribed before me by Manuel Batlle Hernaiz, of legal age, married, executive and resident of Guaynabo, Puerto Rico; Luis Fernández Neumann, of legal age, married, executive and resident of Guaynabo, Puerto Rico; and by Alejandro Valdés Mercado, of legal age, married, executive and resident of Guaynabo, Puerto Rico, in his capacity as Vice President of Los Portales de Madeco, Inc.. In San Juan, Puerto Rico on this ~~21st~~ 28th day of December, 2018.

Notary Public

Sello

RECIBO

4018-00552290

9397
12/26/2018
$5.00

Sello de Asistencia Legal
80015-2018-1226-27996093

JOSÉ R. DÍAZ BRUGUERAS
ABOGADO-NOTARIO

CAR

Tab 1

Exhibit A-2

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

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: REBUILDERS PR, 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		**Profile:** Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Proposer responding to this RFP is composed of various entities (e.g. a Joint Venture), profiles for all entities shall be submitted. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
4		**Organizational Chart:** The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.
5		**Key Staff Résumé and Professional Information** ▪ Senior Project Manager ▪ Design Lead ▪ Permitting Lead ▪ Procurement Lead ▪ Construction Lead ▪ Occupational Safety Lead ▪ Quality Control Lead

Tab	Initials	Document Description
6		**Work Approach**
7		**Conceptual Design Submission (Single-Story 3-Bedroom Model Home)** ▪ Drawings ▪ Renderings ▪ Design Narrative
8		**Conceptual Design Submission (Two-Story 3-Bedroom Model Home)** ▪ Drawings: ▪ Renderings ▪ Design Narrative
10		**Plan for Compliance with Section 3 Requirements** *(Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)*

Proposer's Authorized Representative's Signature

12/17/13
Date

Carlos Aldarondo Rivera
Proposer's Authorized Representative Printed Name

Tab 2

Exhibit C

GOVERNMENT OF PUERTO RICO

Department of Housing

Proposer's Initials: CAN

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:

Rebuilders PR, LLC (Legal Name) | 2018 (Year of Establishment) | [redacted] (Tax ID)

116917403 (D-U-N-S Number)

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

Carlos Aldarondo (Name) | Senior Project Manager (Position)

CAN

1.3. Physical Address:

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

1.4. Mailing Address:

PO Box 193484 (Address Line 1)

(Address Line 2)

San Juan (City) | PR (State) | 00919 (Zip Code)

1.5. Contact Information:

787-407-7051 (Telephone Number) | (Facsimile Number) | carlos@rebuilderspr.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify)

☒ Corporation ☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

Proposer's Initials: CAR

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
Manuel A. Batlle	(787) 722-8836	manuelbatlle@yahoo.com	☒	☐	☒	☐
Ruben Valdes	(787) 250-1737		☒	☐	☐	☐
Luis Fernandez	(787) 593-5151	luis@mabmanage.com	☒	☐	☒	☐
Alejandro Valdes	(787) 250-1737	alejandro@rebuilderspr.com	☒	☐	☐	☐
Carlos Aldarondo	(787) 407-7051	carlos@rebuilderspr.com	☒	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

CAR

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

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the Proposers 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 complaintsor 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.**

Proposer's Initials: CAR

3. Construction Manager Level Applied For:

☒ **Level 1** Construction Manager ☐ **Level 2** Construction Manager

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

☐ Yes ☐ No

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

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

CAR

JGE

Proposer's Initials: CAM

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	MR Developers, LLC	Montecielo, Guaynabo (176 Residential Units) Phase 2	$18,000,000.00	18	Ongoing	06/19	176 Residential Units	Jaime Casellas	787-287-9293
2	Toscana Gurabo, LLC	Toscana, Gurabo (236 Residential Units)	$12,000,000.00	24	Ongoing	04/19	236 Residential Units	Sender Shuv	787-626-9070
3	Roque, LLC	Isla de Roque (301 Residential Units)	$10,000,000.00	30	Ongoing	02/19	301 Residential Units	Marino Guastella	787-224-1899
4	FR/BLDM	Tu Hogar Renace (3,500+ House Repairs)	$19,384,267.00	10	Ongoing	12/18	3,200 + House Repairs Units	Alberto Ledesma	787-722-1584
5	Atkins Global	FEMA Direct Housing Mission	$1,175,000.00	6	Ongoing	02/19	Repair/Reconstruction Residential Units	Ray Martinez	1-202-836-2049
6									
7									
8									
9									
10									

Proposer's Initials: CAR

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	Carlos Aldarondo Rivera	Bachelor of Science in Civil Engineering	20	(See résumé in Tab 5)
Design Lead	Jose Francisco Garcia Cosculluela	Bachelor Degree in Architecture	20	(See résumé in Tab 5)
Permitting Lead	Jose Evencio Garcia	Bachelor in Architecture-Urban Planning	23	(See résumé in Tab 5)
Procurement Lead	Zailise Pagesy Roussel	BBA Accounting	23	(See résumé in Tab 5)
Construction Lead	Alberto Villafañe	Bachelor of Science in Civil Engineering	22	(See résumé in Tab 5)
Occupational Safety Lead	Manuel Rosa	Master Degree in Environmental Administration / Bachelor Science in Natural Sciences	21	(See résumé in Tab 5)
Quality Control Lead	Alejandro Valdes	Bachelor's Civil Engineering	10	(See résumé in Tab 5)

Proposer's Initials: CAR

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
ROBERTO BENGOA	lfmb@mubagroup.com	787-625-2500	CLIENT/DEVELOPER
CLEOFFE RUIZ	mora73@attglobal.net	787-663-3110	CLIENT/DEVELOPER
AGUSTIN MUJICA	egostine-lev@msn.com	787-315-5776	CLIENT/DEVELOPER
MANUEL BATLLE	manuelbatlle@yahoo.com	787-725-6433	CLIENT/DEVELOPER

CAR

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

Name	Email	Phone Number	Relation
Ignacio Casas	icasas@cicpr.com	787-548-2317	Client
Marino Guastellas	marinoguastellas@gmail.com	787-224-1899	Client
Raul Fortuño	rfortuno@rfcbuilders.com	787-505-9747	Client

Proposer's Initials: CAM

7. Acknowledgement of Addenda:

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

Addendum No.	Date Issued	Addendum No.	Date Issued
#1	11/30/2018	#5	12/11/2018
#2	12/03/2018	#6	12/14/2018
#3	12/06/2018	#7	12/21/2018
#4	12/07/2018	#8 and #9	1/04/19 and 1/11/19

8. Under Oath Certification:

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

a) The information contained in the Proposal is true and complete,

b) The Proposal has been duly and properly authorized for submission by the Proposer, and

c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

CAM

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

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: CAR

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)*

CAR

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

_____ _____ _____
(City) *(State)* *(Zip Code)*

Proposer's Initials: CAR

If Entity is a corporation:

Rebuilders PR LLC
(Printed Name of Corporation)

P.O. Box 192484
(Corporate Address Line 1)

(Corporate Address Line 2)

San Juan — PR — 00919-2484
(City) — *(State)* — *(Zip Code)*

By: _____
(Signature of Officer)

Carlos Aldarondo Rivera
(Printed Name of Officer)

Senior Project Manager
(Title of Officer)

Attest: _____
(Secretary)

[CORPORATE SEAL]

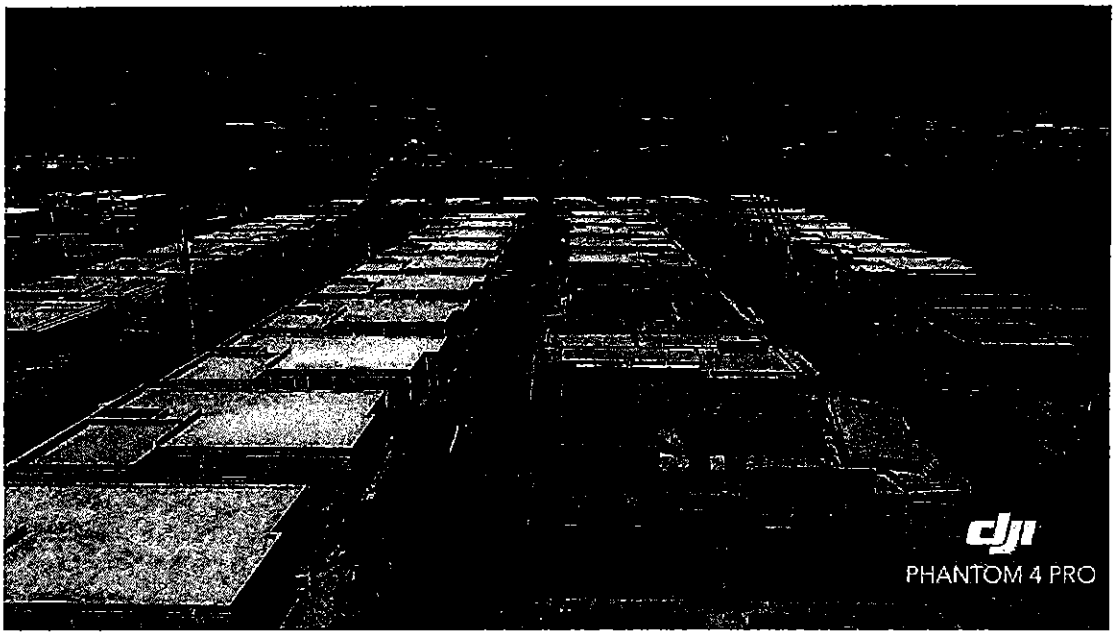
REBUILDERS PR LLC
2018
#415395
PUERTO RICO

(Jurisdiction of Incorporation)

CAR

Tab 3

REBUILDERS PR, LLC



COMPANY PROFILE

CONSTRUCTION MANAGER OVERVIEW

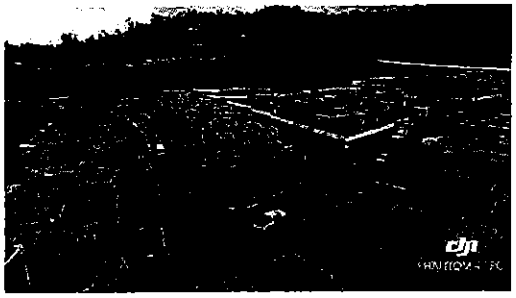
1526 Ave. Ponce de León
San Juan, PR
Tel: 787-250-1737
Contact:
Eng. Carlos Aldarondo Rivera
Email: carlos@rebuilderspr.com

Rebuilders PR, LLC ("Rebuilders") was created in 2018 as a joint venture between the principals of M.A.B. Management Corp. ("MAB Management"), Manuel Batlle and Luis Fernández, and Los Portales de Madeco, Corp. ("Madeco"). Through their joint experience, Rebuilders, together with the principals of MAB Management and Madeco, and their respective affiliates and staff have over 25 years of experience in the design, development and construction of multi-family, single-family and commercial real estate projects across the island, together with all aspects incidental to those developments, including, without limitation, permitting and demolition work related thereto. With an extensive portfolio of projects encompassing over 6,000 residential units which have been fully developed, delivered and closed ranging from affordable housing to middle, upscale and luxury homes, the Rebuilders team has vast understanding and knowledge in the design, construction and administration of residential single and multi-family projects. The Rebuilders' group tailors its projects to the demands of the market, moving away from traditional cookie-cutter designs to incorporate avant-garde concepts that, even in affordable housing projects, truly stand out while maintaining the construction costs and the end-user pricing at low to moderate levels. The undeniable track record of Rebuilders' affiliates' projects and the proven sales results evidence the Rebuilders' team overall understanding of the customers' demands and the market's acceptance of the quality of their construction and design.

Furthermore, the principals of Rebuilders have significant experience in acquiring distressed or abandoned residential developments, and turning them around into profitable and successful developments through efficient construction management and design. Thus, Rebuilders, through its principals, has the know-how and experience required for taking in properties that are significantly deteriorated and converting them into top-notch, marketable units. Very few contractors or teams, if any, can truly represent that they have this type of experience in Puerto Rico.

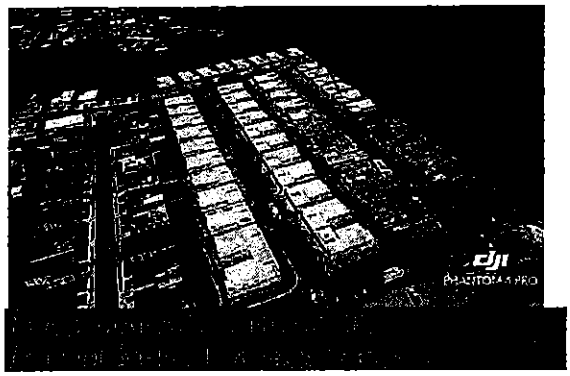
Although not necessarily Team Members or Key Staff, in order to accomplish and maintain the quality and success that the team has enjoyed in the past, Rebuilders collaborates and/or incorporates into its construction management and projects the teams from Toledo Engineering ("Toledo"), LA Design Group PSC ("LA Design"), ROLEI Electrical LLC ("Rolei") and JOTA Arkitects ("Jota" and together with Toledo, LA Design and Rolei, the "Subcontractors"), all of whom add significant value, experience and resources in the areas of construction, demolition, design and permitting matters. The combination of resources, personnel and

know-how between these groups bolsters Rebuilders' existing capacity to manage any type of construction project. With two of the most prestigious design & permit firms in PR (JOTA and LA Design), the Rebuilders team will be able to expedite the design and permitting process with plenty of redundancy on both areas.



Moreover, Rebuilders' breadth of experience includes extensive participation in programs funded by FEMA and HUD as part of the recovery efforts resulting from hurricanes Irma and Maria's destruction of the island's infrastructure. It is important to note that Rebuilders participated in the STEP program, through one of its members, Portales de Madeco, Corp. ("Portales"). Portales repaired over 3,000 units in the Eastern region of Puerto Rico, making Portales one of the top sub-contractors in the *Tu Hogar Renace* program. Furthermore, Rebuilders is currently under contract with ATKINS Global to perform permanent residential repairs, as well as construction of different types of residential units within the Commonwealth of Puerto Rico.

As can be evidenced from the Rebuilders' team experiences and curriculum vitae, the team's wide range of varied experiences and proven track record give Rebuilders the capabilities, expertise, strength and, confidence to accomplish any kind of project the group undertakes.

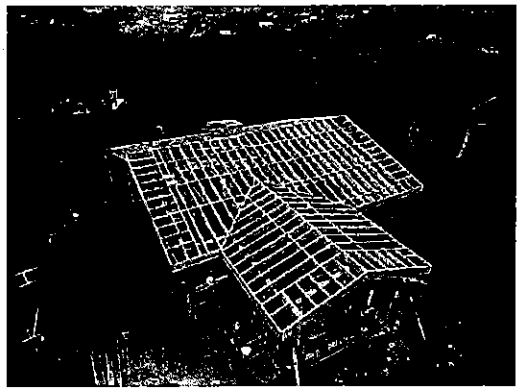


Melia León, Street 4 #11
Guaynabo, PR 00969
Tel: 787-722-8836
E-mail: mbatlle@mabmanage.com

Two of the members of Rebuilders, Manuel Batlle and Luis Fernández, are also the principals of MAB Management. MAB Management has over 20 years of experience in the project management of residential construction projects in Puerto Rico. Mr. Batlle's experience include having worked as an Economic Advisor to the Governor and Vice President of the Government Development Bank. Furthermore, MAB Management has built and delivered over 4,800 units in both single and multi-family projects. Some of the residential projects include Guayama Valley (Guayama), Camino de la Princesa (Guayama), Chalets de Royal Palm (Bayamón), Paseos Reales (Aguadilla), Estancias de Monte Grande (Cabo Rojo), Estancias de Imberry (Barceloneta), Praderas (Gurabo), Palmeras (Barceloneta), Monte Alto (Gurabo), Colinas del Sol (Bayamón), Aventura (Bayamón), Ocean One Hotel, among many others. Other projects in which MAB Management has been involved are included herein in **Schedule I** attached hereto and made to form a part hereof. The total amount invested into projects developed and/or constructed by MAB Management exceeds $300,000,000.00.

Mr. Battle and Mr. Femández have not only fulfilled their duties as responsible home builders, but, with their unique vision and successful track record, they have earned the admiration of their peers and the respect

of the banking industry. Even during times of recession (2011 – 2018), Mr. Battle and Mr. Fernández have been able to continue developing a multitude of single-family and multi-family projects with the backing of commercial lenders such as Banco Popular de Puerto Rico. The latter is something that very few entities or peers can say on this date and age.



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E-mail: alejandro@rebuilderspr.com

The other member of Rebuilders is Los Portales de Madeco, Corp. d/b/a ***"MADECO"***, a family owned business, established in 1985. Portales has focused mainly in the distribution of construction and building materials and lumber-based products. Madeco is widely considered an industry leader in Puerto Rico and the Caribbean with a renowned engineering and planning team that works to guarantee first class and high quality products and installations. Portales' operations are divided into three main divisions:

- **Construction Department:** Manages projects in which Portales acts as a sub-contractor for different type of construction work, including, without limitation, millwork and lumber works. Portales has been active in the construction of over 100,000 new residential single-family and multi-family units, ranging from affordable and public housing projects, to luxury and hospitality projects throughout Puerto Rico, the lesser Antilles, Dominican Republic and Florida. Projects in which Portales has been involved are included herein in **Schedule I**.

Some of Portales most notable and/or recognizable projects include, but are not limited to:

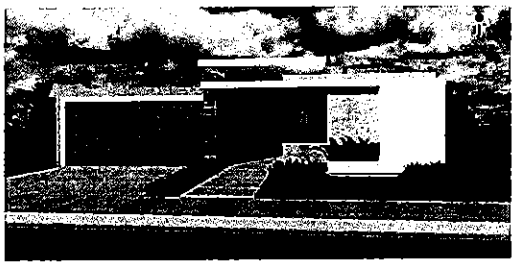
- *Tu Hogar Renace 2018* (FEMA Temporary Shelter Program): Temporary Repair of over 3,000 residential units with a total scope of work face value exceeding $30MM during a six month term.
- Dorado Beach Development: Successful completion of contract for wood finishes on Dorado Beach East and Plantation Buildings developments. The scope of the aforementioned project included construction work in over 400 units and a contract amount of approximately $10MM.
- El San Juan Hotel: Successful completion of contract for architectural millwork and exterior lumber for hotel renovations during 2017 and 2018. The total amount of the contracts in this project add to approximately $2MM.
- Organización-TECHO: Completion of approximately 60 pre-fabricated homes for 60 families that lost their residence and personal belongings due to the passage of Hurricane María.

- **Distribution Department:** This division manages sales to wholesale vendors and contractors, mainly related to construction and home improvement. Portales offers a wide

array of products to local and international resellers, which include powerhouse home improvement retailers such as Home Depot.

- **Retail Department:** As part of their operations, Portales also operates two retail stores that offer wood, lumber, construction and building products at affordable prices to both commercial and retail clients.

The participation of Portales within the Rebuilders team provides Rebuilders a sizeable competitive advantage, not only due to the fact that they are one of the top specialized sub-contractors in Puerto Rico, but also because they will give Rebuilders a direct channel into a major construction materials supplier. Thus, this partnership allows Rebuilders a guaranteed supply of products required for the performance of its labor and reconstruction work.



KEY STAFF AND TEAM MEMBERS:

[redacted]
Senior Project Manager
1526 Ave. Ponce de León
San Juan, PR
Tel: 787-250-1737
E-mail: carlos@rebuilderspr.com

Eng. Carlos Aldarondo is a detail-oriented, licensed professional engineer that has acted as Project Manager in the development of more than 1,000 residential single-family and multi-family units. Projects in which Eng. Aldarondo has acted as lead project manager include, but are not limited to Bel-Air, Las Ramblas, Rotonda, Murano Luxury Apartments, Palma Real and Palma Real Estates in Guaynabo. The total amount invested in projects managed by Eng. Aldarondo amount to over $200,000,000. Eng. Aldarondo's role in the project management and construction management of the projects in which he has been involved include, but are not limited to designing, implementing and overseeing value engineering, cost analysis and estimating, design coordination and review, project planning, scheduling, sub-contractor evaluations and contract negotiations. Also, Eng. Aldarondo has been in charge in the coordination of permitting and land use issues related to projects in which he has been involved, including obtaining final use and occupancy permits. Eng. Aldarondo also has significant experience in the review of certifications for payments from sub-contractors and suppliers, as well as the inspection, supervision and coordination of construction activities performed by sub-contractors. Eng. Aldarondo's involvement in the projects in which he has been involved even included the coordination of new residential unit inspections by future owners prior to closing, which makes him an ideal candidate to act as the Project Manager for the R3 project currently undergoing RFP by the Puerto Rico Housing Department.

Currently, Eng. Aldarondo is Rebuilders' project manager and lead construction operations for the FEMA Direct Housing Program. Said program was implemented by FEMA to promote the repair and construction of houses damaged by Hurricanes Irma and María.

Eng. Aldarondo earned his bachelor's degree in Civil Engineering from the Polytechnic University of Puerto Rico.

Lead Permit Manager
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E-mail: evencio@jotapr.com

Arch. José Evencio has a bachelor's degree in urban architecture and planning from the Syracuse University. Arch. Evencio has extensive experience in design, construction documentation, construction drawings coordination with engineering trades, construction supervision, construction inspections, personnel management, office administration, code compliance, value engineering, design- build projects, and project permitting.

Notable projects in which Arc. Evencio has acted as architect include, but are not limited to:

PROJECT NAME	PROJECT TYPE	PHASE COMPLETED	LOCATION	CONSTRUCTION COST
Alturas de Campo Fresco	RESIDENTIAL	Preliminary Site Development Plans	Santa Isabel, PR	$15,000,000.00
Cerro Gozo - Fast Food Center	COMERCIAL	Preliminary Site Development Plans	Dorado, PR	$1,500,000.00
Comercial Laderas	COMERCIAL	Preliminary Site Development Plans	Caguas, PR	$5,000,000.00
Paseos Reales	RESIDENTIAL	Preliminary Site Development Plans	Aguadilla	$3,450,000.00
Carolina Resort	HOTEL	Preliminary Site Development Plans	Carolina, PR	$25,000,000.00
River View (Incosa)	RESIDENTIAL	Preliminary Site Development Plans	Canovanas, PR	$1,850,000.00
La Cimarrona	RESIDENTIAL	Preliminary Site Development Plans	Vega Alta, PR	$8,500,000.00
Arenas del Mar	RESIDENTIAL	Preliminary Site Development Plans	Piñones, PR	$12,500,000.00
Nu-Vue Inc.	INDUSTRIAL	Preliminary Site Development Plans	Mayaguez, PR	$550,000.00
Ocean Village	RESIDENTIAL	Preliminary Site Development Plans	Luquillo, PR	$3,450,000.00
Portales de Carolina	RESIDENTIAL	Preliminary Site & units Development Plans	Carolina, PR	$12,500,000.00
Plaza de Diego Mall	COMERCIAL	Preliminary Site & units Development Plans	Rio Piedras, PR	$2,125,000.00
Puerta del Mar	RESIDENTIAL	Preliminary Site & units Development Plans	Aguadilla, PR	$11,500,000.00
Vega Costera	RESIDENTIAL	Preliminary Site & units Development Plans	Vega Baja, PR	$850,000.00
Vistas del Oeste	RESIDENTIAL	Preliminary Site & units Development Plans	Mayaguez, PR	$15,350,000.00

Cond. Bay View	RESIDENTIAL	Preliminary Site & units Development Plans	Miramar, PR	$65,000,000.00
Caguas Real	RESIDENTIAL	Preliminary Site & units Development Plans	Caguas, PR	$10,500,000.00
Brisas de Cupey	RESIDENTIAL	Preliminary Site & units Development Plans	Cupey, PR	$10,850,000.00
Bahia Park Industrial	INDUSTRIAL	Construction Documents	Catano, PR	$2,500,000.00
Boqueron Beach Villas	RESIDENTIAL	Construction Documents	Boqueron, PR	$12,500,000.00
Camino del Sol Fase-1	RESIDENTIAL	Construction Documents	Vega Baja, PR	$9,250,000.00
Camino del Sol Fase-2	RESIDENTIAL	Construction Documents	Vega Baja, PR	$5,650,000.00
Las Mercedes	RESIDENTIAL	Construction Documents	Guaynabo, P.R.	$1,500,000.00
Dorado Court Fase 1	RESIDENTIAL	Construction Documents	Dorado, PR	$3,675,000.00
Dorado Court Fase 2	RESIDENTIAL	Construction Documents	Dorado, PR	$2,875,000.00
Eldorado Club	RESIDENTIAL	Construction Documents	Dorado, PR	$9,850,000.00
Ext. Vistas de la Bahia	RESIDENTIAL	Construction Documents	Fajardo, PR	$1,050,000.00
Flamingo Walk-Up's	RESIDENTIAL	Construction Documents	Bayamon, PR	$9,365,000.00
Garriga Comercial Bldg.	COMERCIAL	Construction Documents	Rio Piedras, PR	$2,250,000.00
Helechos	RESIDENTIAL	Construction Documents	Maunabo, PR	$2,650,000.00
La Hacienda	RESIDENTIAL	Construction Documents	Caguas, PR	$7,750,000.00
La Sierra del Rio	RESIDENTIAL	Construction Documents	Rio Piedras, PR	$10,500,000.00
La Sierra del Monte	RESIDENTIAL	Construction Documents	Rio Piedras, PR	$9,500,000.00
La Sierra Alta	RESIDENTIAL	Construction Documents	Rio Piedras, PR	$6,500,000.00
Los Pinos Cond.	PR-934	Construction Documents	Caguas, PR	$9,500,000.00
Los Montes	RESIDENTIAL	Construction Documents	Dorado, PR	$8,850,000.00

[redacted]

Lead Design Manager
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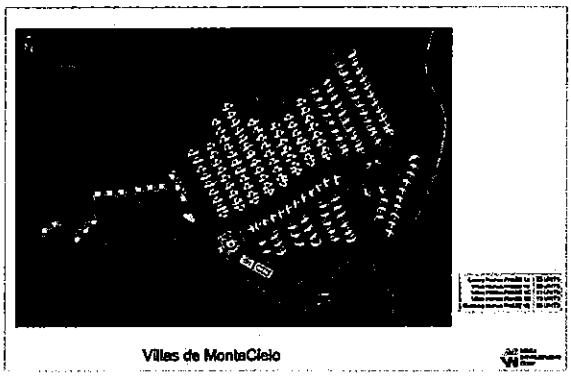
E-mail: pachi@jotapr.com

Arc. José García is a dynamic professional leader, who consistently exhibits the highest standards of professional and work ethics. He is a team builder with strong communication skills. As a proven problem-solver, Mr. García is constantly able to meet goals and deliver high quality architectural services for residential, commercial, and industrial Projects. Arch. García has a bachelor's degree in architecture with a minor in Construction Management from Louisiana State University.

Notable projects in which Arch. García has been involved include, but are not limited to:

- Custom Housing: (Dorado Beach East) design and build custom housing for new Dorado Beach East future owners. Said project consist of five Phases of 200 high-end residential units.
- Clara Livingston Children Pool and Airport Park (Dorado Beach East)
- Dorado Beach East and Hyatt Dorado Master Planning.
- Plantation Village at Dorado Beach.
- Plantation Village Water Park and Windmill.
- Senderos de Gurabo (Master Planned Community Single Family Homes)
- Aventura Development (Master Planned Community single family Homes)
- Toscana Development (Master Planned Community single family Homes)
- Dorado Beach East Development 5 phases 300 custom units.



[redacted]

Lead Procurement Manager
Melia León, Street 4 #11
Guaynabo, PR 00969
Tel: 787-722-8836
E-mail: railiase@gmail.com

Ms. Pagesy is a dedicated professional with over 20 years of experience in the accounting, finance and construction management industries. For the past 14 years she has overseen the operations of various real estate and construction management companies, pursuant to which she has been involved in the development and construction management of over 4,000 residential single-family and multi-family units.

[redacted]

Lead Construction Manager

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E-mail: betovillafane@gmail.com

Eng. Villafañe is a licensed civil engineer with over 20 years of experience as a construction manager and/or general contracts. During the latter part of his experience, Mr. Villafañe has been focused mostly in the construction of housing and residential projects. Mr. Villafañe has a proven track record in the management and mass production of single-family housing units, while maintaining and promoting high quality construction and finishes.

Notable projects in which Mr. Villafañe has been involved include, but are not limited to:

- FEMA Direct Housing Program - Construction manager for Rebuilders on the construction and repair of FEMA funded houses throughout Puerto Rico as assigned by Atkins Global.
- Montecielo, Guaynabo – construction contract in the amount of $5.5 million for the construction of a new residential housing development totaling 76 units. In addition to the housing units, the contract included the construction of the recreational facilities, off-site infrastructure and on-site utilities.
- Dorado Green Care, Isla Verde - commercial retail store, interior work. Project included comprehensive demolition and full construction of interiors.
- Isla de Roque, Barceloneta – construction contract in the amount of $4.6 million for the construction of a residential housing development totaling 106 units. The scope of the project included site utilities and infrastructure.
- Los Eucaliptos, Carolina – construction contract in the amount of $3.5 million for the construction of a residential housing development totaling 46 units.

[redacted]

Lead Quality Control Manager
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E-mail: alejandro@rebuilderspr.com

Eng. Valdes is a civil engineer with over 14 years of experience in the construction industry. His extensive background in the construction industry includes supervision and quality control for several projects, supervision of housing repair work and supervision of new unit construction for projects funded by the Federal government, as well as the construction of roads and bridges, hotels, residential, industrial and infrastructure projects. Eng. Valdes has a special commitment to quality.

[redacted]

Lead Safety Manager
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San Juan, PR
Tel: 787-250-1737
E-mail: safety@rebuilderspr.com

Mr. Rosa has an extensive background in Environmental and Occupational Safety matters. Mr. Rosa has been an occupational safety officer for over 15 years while working in the construction of housing, roads, and infrastructure projects. Furthermore, Mr. Rosa has over 15 years of expertise in developing and maintaining regulatory compliance and documentation for Federal and Local

environmental agencies. Mr. Rosa also has ample experience in employee safety training, having successfully completed 30 hours of OSHA training. Mr. Rosa is known to be responsible, punctual, cooperative, skillful, with a high sense of responsibility. He is Able to work under pressure with minimum supervision. Furthermore, Mr. Rosa has ample knowledge of regulatory and environmental issues involving Federal and Local agencies such as the EPA, EQB and OSHA.

CAN

[redacted]

Lead Warranty Manager
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San Juan, PR
Tel: 787-250-1737
E-mail: luis@mabmanage.com

Mr. Fernandez holds a BA in Economics from University of Michigan and has been in the housing and residential development industry for over 20 years. He has overseen and managed the construction and delivery of over 3,500 single and multi-family units distributed among a wide range of projects and regions in Puerto Rico. Mr. Fernandez consistently coordinates the punch-list and warranty response for projects in which he has acted as project manager, always striving to satisfy client requests and local regulations.

PRINCIPAL SUB-CONTRACTORS:

[redacted]

SUB-CONTRACTOR

Suite 202 Coop Moroveña, Esq. Ave. Roosevelt
San Juan, PR 00969
Tel: 787-240-6000
E-mail: adm@jotapr.com

JOTA-ARKITEKTS, LLC ("JOTA"), founded in 2012, is a professional design team whose partners have been offering comprehensive architectural and engineering services since 1995. JOTA was founded by architects Jose Evencio Rodriguez & Jose "Pachi" Garcia, whom each have more than 23 years of experience in the architectural and construction industry. The firm's principals have successfully and independently completed a large number of projects for both the government and the private sector. Furthermore, the firm was created to establish a team of professionals and resources who are ready to serve clients in need of an agile and comprehensive architectural service firm, specifically as it relates to single family housing design.

[redacted]

SUB-CONTRACTOR

1055 Edif. ILA Marginal JF Kennedy Suite 902
San Juan, PR
Tel. 787-287-7005
E-mail: ladesigngroup.pr@gmail.com

LA DESIGN GROUP, PSC ("LA Design") is a professional services corporation dedicated to providing civil engineering, architectural, consulting, permitting and inspection services satisfying their customers' needs on all types of residential and commercial developments. LA Design has vast experience in the planning, permitting and designing of residential, commercial, institutional and industrial developments. LA Design has designed over 300 commercial and residential projects over the past 24 years.

Some notable projects which LA Design has assisted in designing or developing include, but are not limited to:

- Las Haciendas
- Monte Lago
- Hacienda Isabel
- Artesia
- Coamo Springs – Sta. Catalina
- Brighton Country Club
- Galicia del Mar
- Il Villagio
- Caminito
- Brisas del Mar
- Grand Palm II
- Paseos del Río
- City Paradise

[redacted]

SUB-CONTRACTOR

Road 8860 Sector Matienzo Lot #4
Trujillo Alto PR
Tel. 787-283-8787
E-mail: gtoledo@toledoengineering.com

Toledo Engineering LLC ("Toledo") was established in 1999 under the laws of the Commonwealth of Puerto Rico as a specialty contractor providing demolition and abatement services. Currently, Toledo offers additional services other than demolition services, including, but not limited to environmental surveys, environmental abatement services, debris hauling, concrete, wood, and ferrous materials recycling, and earthwork. Toledo is able to provide these wide range of services conveniently under a single contractor.

Toledo is the leading contractor in demolition projects in Puerto Rico, recognized for selective, conventional and marine demolition. Toledo's experienced staff and state of the art equipment, required for extremely complex demolition projects, are well regarded in the industry. As part of the services rendered in their demolition projects, Toledo performs all the debris management of scrap, recycling up to 95% of debris produced. The company also performs environmental abatement services.

Toledo's founder and president, Eng. Guillermo Toledo, has a bachelor's degree in mechanical engineering from the University of Puerto Rico, Mayagüez Campus. Prior to establishing his own business in 1999, Toledo worked as Vice President for Empresas Toledo for 7 years. Mr. Toledo is currently an active Member of the College of Engineers and Land Surveyors of Puerto Rico.

[redacted]

SUB-CONTRACTOR
848 Street Km. 1.4 Saint Just,
Trujillo Alto PR 00976.
Tel: 787-761-1920
Email: jpleiseca@roleise.com
ymontanez@roleise.com

ROLEI ELÉCTRICA, LLC ("Rolei"), was established in January 8, 1968 with the purpose of providing reliable and durable designs of electromechanical systems, as well as carrying out their efficient implementation. Rolei consistently designs and builds high quality electromechanical systems in an efficient, cost-effective and responsible manner. Rolei's experience in both the design and building phases of construction gives Roeli the expertise to tailor its services to best suit a project's need.
Notable projects in which ROLEI has designed and/or built the electrical infrastructure include, but are not limited to:

• Over 80,000 residential single-family and multi-family units in which Rolei acted as the contractor for interior, site and off-site work, including all aspects of the PREPA procurement and endorsement process.
• High Voltage Power Lines – Aerial and underground lines up to 115kV for PREPA.
• Vast experience in 38kV and 13kV Substations.
• Electrical and mechanical work for industrial and pharmaceutical facilities.
• 4 & 5-star Hotel off-site, site, and interior work.
• Commercial off-site and interior electrical works

SCHEDULE I

List of Projects by MAB Management

1. Guayama Valley	Guayama	248	$10M	$60,000 - $105,000
2. Camino de la Princesa	Guayama	84	$6.5M	$129,000 - $175,000
3. Chalets de Royal Palm	Bayamón	154	$11.5M	$115,000 - $129,000
4. Villas de Sol	San Juan	56	$3.2M	$115,000 - $149,900
5. Paseos Reales	Aguadilla	373	$15M	$70,000 - $100,000
6. Estancias de Monte Grande	Cabo Rojo	175	$9M	$70,000 - $100,000
7. Estancias de Florida	Barceloneta	301	$5M	$70,000 - $85,000
8. Praderas	Gurabo	485	$45M	$137,000 - $260,000
9. Portofino	Manatí	114	$10M	$219,900 - $279,900
10. Plazuela Estates	Barceloneta	112	$11M	$139,000 - $197,900
11. Los Sueños	Barceloneta	85	$7MM	$140,000 - $150,000
12. Palmeras	Barceloneta	200	$15MM	$125,000 - $149,900
13. Monte Alto	Gurabo	166	$15MM	$157,000 - $189,000
14. Ridge Top	Guaynabo	80	$15MM	$199,900
15. Olympic Hills	Las Piedras	35	$5.5MM	$169,900
16. Estancias del Bosque	Bayamón	48	$6MM	$179,000
17. Portal de Loíza	Loíza	46	$1MM	$109,900
18. Colinas del Sol	Bayamón	301	$20MM	$109,900
19. Alturas del Bosque	San Juan	30	$1.5MM	$139,900
20. Vega Serena	Vega Baja	189	$12MM	$129,900
21. Aventura	Bayamón	101	$15MM	$168,800
22. Isla de Roque	Barceloneta	301	$10MM	$112,500
23. Toscana	Gurabo	236	$12MM	$129,000 - $145,000
24. Los Eucaliptos	Canovanas	136	$8MM	$150,000 - $169,000
25. Montecielo	Guaynabo	176	$18MM	$249,000 - $410,000
26. Laderas de Guaynabo	Guaynabo	80	$10MM	$179,000 - $190,000
27. Rebuilding Houses FEMA		TBD		
28. Ocean One Hotel	San Juan	40		

CDR

JGE

Notable Projects MADECO perform as subcontractor

[redacted]

CM

96E

CAM

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Madeco

Los Portales de Madeco, Corp. d/b/a Madeco

info@madecopr.com

office : 787-250-1737

fax : 787-753-9605

www.madecopr.com

Approx. Number of Employees: 100

Primary Line of Business: Construction and construction materials distribution.

Leadership:

Rubén Valdés, P.E.: President

Alejandro Valdés : Vice-President

CBM

Company Overview:

MADECO is a family-owned business, which was established in 1985 and is dedicated primarily to the construction and contractor business, as well as the sale and distribution of building materials with a particular emphasis in specialized lumber products. Madeco has become the industry leader in Puerto Rico and the Caribbean, and currently employs a renowned engineering and planning team that works to guarantee first class work, and delivery of a high quality product.

Currently, ***MADECO*** is divided into three main divisions:

- **Construction Department:** Currently focused as a millwork and lumber sub-contractor. During the past 30+ years, Madeco has been involved in different roles in the construction of over 100k+ new housing units, varying from social interest and public housing levels, to luxury and hospitality projects. Madeco has been involved in jobs across the islands of Puerto Rico, and has also been employed as a sub-contractor in most of the lesser Antilles Islands, Dominican Republic and Florida. Thus, with cross-border experience and a strong financial and organizational framework, Madeco is currently able to take on any kind of project within its specialty area, regardless of the size and scope. Furthermore, during the most recent years, Madeco has been expanding its foothold and has commenced to act as a general contractor in multiple projects.

Some of Madeco's Notable Projects:

- *Tu Hogar Renace 2018* (FEMA Temporary Shelter Program):
  Temporary Repair of 3k+ Housing Units with amount of Task Order values exceeding $30MM+ in a period of six months.

- Dorado Beach Development: Successful completion of contract for wood finishes on Dorado Beach East and Plantation Buildings developments. The work involved construction work in over 400 units, with a contract value of approximately $10MM.

- El San Juan Hotel: Successful completion of contract for architectural millwork and exterior lumber for hotel renovations during 2017 and 2018. The contract value for this work is of approximately $2MM.

- Organización TECHO: Completion of approximately 60 pre-fabricated homes for 60 families that due to hurricane María, lost their houses and personal possessions.

  Additional projects are attached hereto as **Schedule I**.

- **Distribution Department**: Madeco's distribution department sells to wholesale vendors and contractors, mainly related to construction and home improvement. Madeco also offers a wide array of products to local and international resellers, including, without limitation The Home Depot.

- **Retail Department:** Aside from the construction and distribution business, Madeco operates two retail outlets located in the El Cinco Ward of San Juan, Puerto Rico and Caguas, Puerto Rico which offer construction and building products to do-it-yourself type of individuals, as well as to small and medium-sized contractors.

SCHEDULE I

SOME Additional notable sub-contracted housing projects:

Project Name	Units	Type
Paseo Los Artesanos	239	Residential
Lago Y Playa	180	Residential
Paseo La Ceiba	204	Residential
Lincoln Apartments	108	Residential
Los Faroles	191	Residential
Isla Bella	150	Residential
Chalets de San Fernando	148	Residential
Carrion Court	47	Residential
Cautiva	124	Residential
Miraflores	115	Residential
Pasarella	20	Residential
Terrazas Parque Escorial	220	Residential
Paseo Gran Vista	70	Residential
Mar Chiquita	63	Residential
La Campiña	235	Residential
Quintas de Baldwin	109	Residential
Parkville Park	84	Residential
Camino de la Reina	114	Residential
La Florista	174	Residential
Brisas de Las Palmas	142	Residential
Millenium	134	Residential
Veredas del Parque	200	Residential
Asomante	124	Residential
Mirabella Club	90	Residential
Royal Palm	90	Residential
Sun & Sea Village	24	Residential
El Encanto	101	Residential
Pedregal	188	Residential
Gold View	236	Residential
Portal de Sofía	130	Residential
Fairlakes	67	Residential
Estancias de San Gerardo	16	Residential
Estancias de Tortuguero	21	Residential
Estancias de Palmarejo	97	Residential
Pulma Dorado	118	Residential
The Village at the Hill	134	Residential
Sureña	155	Residential
Vista Linda Apartments	12	Residential
Tierra del Sol	140	Residential

Usurbal	141	Residential
Vistas del Mar	105	Residential
Las Fuentes de Coamo	86	Residential
Blue Mall Residences	39	Residential
Estancias del Bosque	87	Residential
Oceanica	14	Residential
Palacios del Escorial	210	Residential
Hogar Manuel Mediavilla	68	Residential
Ocean View	32	Residential
Coliseum Tower	195	Residential
Bosque Real	163	Residential
Caminos Verdes	70	Residential
Metro Plaza	174	Residential
Torres del Escorial	160	Residential
Veredas del Mar I	132	Residential
Los Prados	71	Residential
Miradero I	200	Residential
Vista del Rio	168	Residential
Hacienda Real	186	Residential
Fuente Bella	258	Residential
Cordova Park	133	Residential
Finca Elena	75	Residential
Plantation	90	Residential
Villa de la Concepción	57	Residential
Pisos de la Inmaculada	132	Residential
Los Lagos	112	Residential
Villas del Acrópolis	52	Residential
Jardín Central	120	Residential
Paseo Los Samaritanos	150	Residential
Torre Mayor	154	Residential
Los Sueños	172	Residential
Ocean Sixteen	99	Residential
Palmanova Village	124	Residential
La Rambla Fuentebella	140	Residential
Las Nubes I y II	131	Residential
Escuela José de Diego	1	Educational
Mansiones La Encantada	8	Residential
PasoMares	96	Residential
Plaza Mayor	68	Residential
Comunidad Las Palomas	30	Residential
American Academy School	1	Educational
Resort Homes	300+	Residential

Las Primaveras	105	Residential
Estancias de los Artesanos	450	Residential
Balcones de Guaynabo	72	Residential
Villas de Camilo	86	Residential
Luna Apartments	24	Residential
Candina Reef	64	Residential
Sunset Harbour	166	Residential
Ritz Carlton Luxury Villas	4	Residential
Henry Paulson Home	1	Residential
La Rambla Guaynabo	230	Residential
Paisajes de Dorado	24	Residential
National College Ponce	1	Educational
EDUKA Office Building	1	Educational
Residencial Antulio	14	Residential
Ponce Housing Hardware	86	Residential
Alamanda	114	Residential
Felipe Birriel	60	Residential
Senderos de Montehiedra	94	Residential
Hotel Cascadas de Aguadilla	1	Hospitality
First Bank Caguas	1	Commercial
Sabanera de Dorado	500+	Residential
Grand Vista Toa Alta	178	Residential
Los Valles	86	Residential
Ocean Blue Luquillo	223	Residential
Ocean Plaza	64	Residential
Casco Urbano	12	Residential
Villas del Prado	464	Residential
Estancias de Concordia	120	Residential
Paisajes del Río	16	Residential
Casa Verde	108	Residential
Palmares de Monteverde	156	Residential
Golden Residences	96	Residential
Villas de La Central Victoria	283	Residential
Artesia	58	Residential
Hacienda de Ceiba I	120	Residential
Mansiones del Golf III	10	Residential
Ciudad Jardín de Juncos	104	Residential
Prados del Soñador	200	Residential
Caguas Milenio II	177	Residential
La Pradera	196	Residential
Montefiori I y II	86	Residential

Los Recreos	31	Residential
Santa Rita Apartments	126	Residential
Centro Judicial de Caguas	1	Residential
Monte Alto	75	Residential
Los Jardines	9	Residential
Villa Beatriz	327	Residential
Federico Cordero	78	Residential
Senderos del Roble	44	Residential
Urb Santamerica	420	Residential
Parque 228	150	Residential
Caminito	180	Residential
Portales de Juncos	203	Residential
San Angel	89	Residential
Ceiba Norte	240	Residential
Verde Monte	80	Residential
Seneca	29	Residential
Alborada	144	Residential
City Paradise	111	Residential
Hacienda Paloma	65	Residential
Bosque Real III	84	Residential
Terra Ciudad Jardín	56	Residential
Portales de Las Piedras	61	Residential
Balcones de San Juan	76	Residential
Vista Verde	122	Residential
La Hacienda	180	Residential
Los Paseos	1200	Residential
Puerto Paseos	128	Residential
Paseo del Bosque	188	Residential
Paseomonte	112	Residential
Harbour Lakes		Residential
Mirabella Village		Residential
La Loma		Residential
Casa Maggiore		Residential
CasaMagna		Residential
Sabanera del Río		Residential

CAM

CPM

Firm Information

JOTA-ARKITEKTS, founded in 2012, is a professional design team whose partners have been offering comprehensive architectural and engineering services since 1995.

The firm's partners have successfully completed a large number of projects for Government and private enterprises, and is organized to bring together the necessary resources to service clients in need of faster and more comprehensive architectural services. All projects are directed and executed by the principal partners who sustain direct communication with clients and their representatives.

When engaged in projects of high complexity or when a particular aspect requires additional research, the team compliments it's services with established relationships with professionals in the different specialized fields of design, engineering and construction. In addition to offering a greater assurance for the client, this special consultation can often make for a more precise and successful job.

JOTA-Artkitekts is a professional design team offering comprehensive architectural and engineering services founded by Architects Jose Evencio & Pachi Garcia who have more than 23 years of experience. The firm's Principals independently have successfully completed a large number of projects for Government and private enterprises, and is organized to bring together the necessary resources to serve clients in need of faster and more comprehensive architectural services. Pachi previously worked in one of the most recognized and largest development teams in the Island, Prisa Group specifically side by side with Owner Friddel Stubbe and Eng. Orlando Mendez. After departing from Prisa Group, Pachi worked independently in the Design, Design-Build and Construction majorly on residential projects. Jose Evencio previously practiced Architecture in one of the Island's top Firms Taller Borinquen/Quinones & Rodriguez where he worked from an entry level architect to becoming a Principal/Administrator of the firm under the wing of he's belated father Evencio Rodriguez. Together they have assembled a prime combination of backgrounds and ideals to for a unique well rounded Architectural Firm which addresses the needs of a wide range of projects. The Firm also works in a Joint Venture with SF Architects since 2015, an architectural firm from San Francisco, California and also established a Florida branch in Orlando were the teamed up with local civil engineering firm, Barrios Engineering since 2016, were they have worked in multiple projects having as one of their primary clients as UPS air freight carrier.

The Principals have worked in a variety of projects including but not limiting to the following:

- Contracts with the Housing Department for HUD Program Residential Inspections and environmental assessments, working directly with the Director of the HOME Program within The Hosing Department.
- Property Assessments for ADA and Code Compliance for existing buildings, especially Educational and Commercial Buildings.
- Design Development and Construction Documents for a wide range of projects, some of them included herein.
- Project Management for wide range of different projects.
- Value Engineering.
- References upon request.

The firm utilizes the latest CAD technology, Networked cad stations, and an Internet Web Page to maximize communication and production of Contract Documents, while providing a highly efficient coordination with our consultant and clients.

The firm carries a professional liability insurance and will provide coverage for a project at the client's request.

Physical Location	Postal Address	Telephone Number
Puerto Rico Branch Office: Suite 202 Coop Moroveña C/ Ensenada Esq. Ave. Roosevelt San Juan, P.R.	PMB 749 Ave. Luis Vigoreaux Guaynabo, PR 00966	787-240-6000
Florida Branch Office: 605 Delaney Ave. Suite "C" Orlando, FL 32801	605 Delaney Ave. Suite "C" Orlando, FL 32801	407-286-2610

Www.jotapr.com
Www.facebook.com/JotaArkitekts/info

E-Mail:

info@jotapr.com
adm@jotapr.com
evencio@jotapr.com
pachi@jotapr.com

CDR

346

BASIC SERVICES

1) Pre-Design Services
a) Facilities Programming
b) Owner supplied data coordination
c) Agency consulting/review/approval

2) Site Analysis Services
a) On site utility studies
b) Off site utility studies
c) Detailed site utilities studies
d) Zoning processing assistance
e) Owner-supplied data coordination

3) Schematic Design Services
a) Project Administration
b) Architectural Schematic Design
c) Civil Design Concepts
d) Structural Design Concepts
e) Mechanical Design Concepts
f) Electrical Design Concepts
g) Statement of Probable Construction Cost
h) Agency Consulting/review/approval
I) Owner-supplied data coordination
j) Presentations

4) Design Development Services
a) Project Administration
b) Architectural Design Development
c) Civil Construction Documents
d) Structural Construction Documents
e) Mechanical Construction Documents
f) Electrical Construction Documents
g) Outline Specifications
h) Agency consulting/review/approval
I) Owner-supplied condition
j) Presentations

5) Construction Documents Services
a) Project Administration
b) Architectural working drawings
c) Civil Construction Documents
d) Structural Construction Documents
e) Mechanical Construction Documents
f) Electrical Construction Documents
g) Specifications
h) Statement of Probable Construction Cost
I) Agency Consulting/review/approval
j) Owner-supplied data coordination
k) Document checking/coordination

6) Bidding of Negotiation Services
a) Project Administration
b) Bidding Documents
c) Addenda
d) Bidding/Negotiation
e) Bid Evaluation
f) Construction Concept Agreement
g) Agency Consulting/review/approval
h) Owner-supplied data coordination

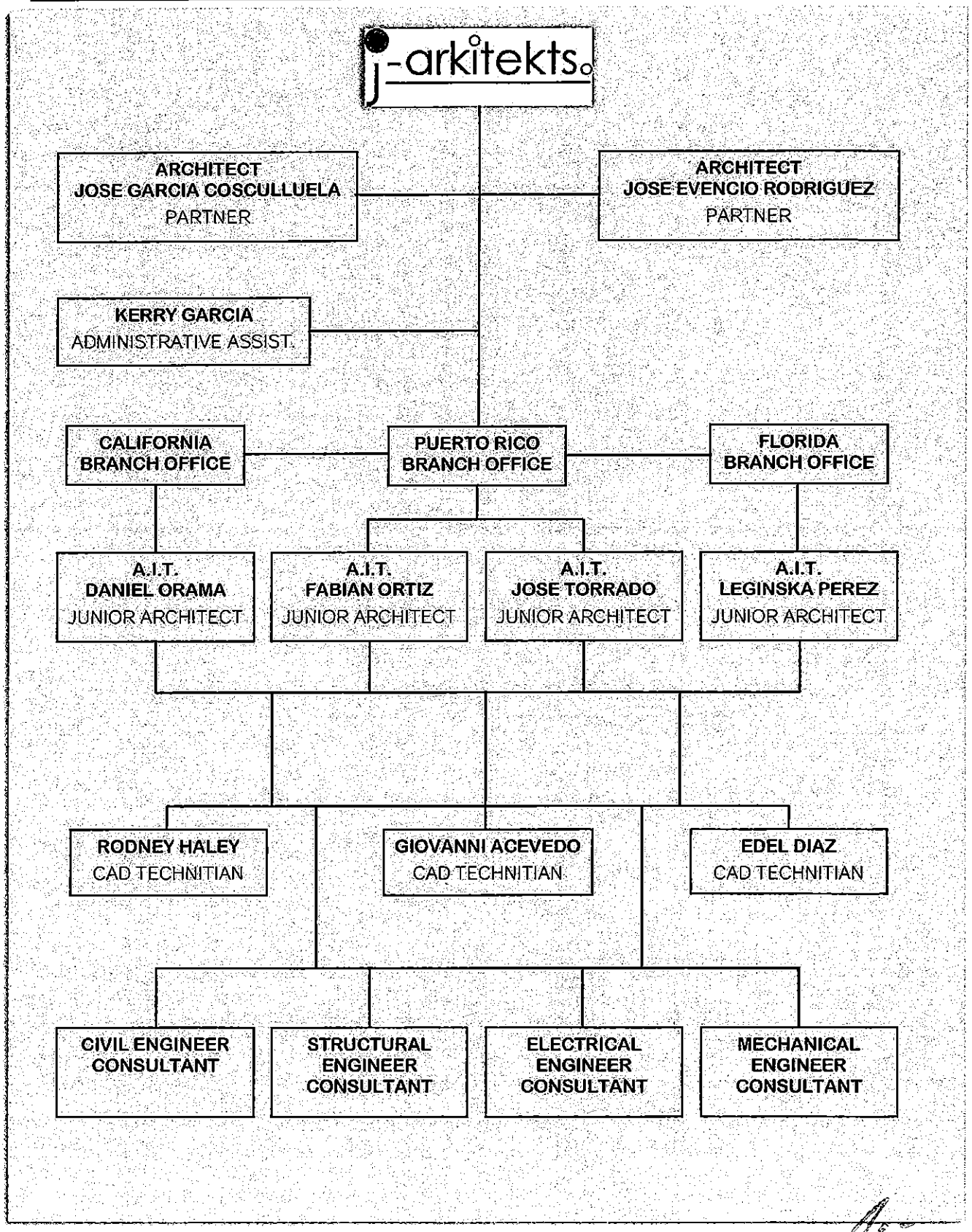
CBR

7) Construction Contract Administration Services
a) Project Administration
b) Construction Supervision
c) Shop Drawings/submittals review
d) Supplemental Documents
e) Project Monitoring Schedule
f) Agency Consulting/review/approval
g) Owner-supplied data coordination
h) Project close out
I) Civil Engineering
j) Structural Engineering
k) Mechanical Engineering
l) Electrical Engineering

8) Development Services

9) ADA & Code Compliance Assessments

FIRM'S ORGANIZATION



CARLOS ALDARONDO RIVERA

BEL AIR AT FINCA ELENA #98, GUAYNABO, PR 00971
TEL. 787-407-7051 email: caldarondo@msn.com

SUMMARY OF QUALIFICATIONS

Results and details oriented, licensed professional engineer with strong analytical and problem-solving skills, self-motivated with comprehensive technical and business knowledge, working directly with senior management and owners. Experience in Real Estate Developments and Construction Management for several projects. Background includes multiple tasks of company operations and increased responsibilities to directly impact business objectives. Experienced and skilled in multiple and large-scale project management, planning, permitting, design, construction, corporate legal transactions, contracts administration, contract negotiations, business regulatory transactions, budget preparation and operation. Fully bilingual English/Spanish with excellent communications, leadership and interpersonal skills, and advanced computer knowledge.

PROFESSIONAL EXPERIENCE

REBUILDERS PR, LLC — San Juan, PR
SENIOR PROJECT MANAGER — **Sept. 2018 to Present**

- Lead construction operations and define objectives and strategies to achieves projects completion of FEMA Direct Housing Program. A program that is funded by FEMA and promote the repair and construction of houses damage by Hurricanes Irma and María.
- Manage cross-functional teams to ensure the on-time delivery of projects.
- Supervise construction managers in project execution.
- Preparing and managing schedules of the projects, developing deadlines and complete milestones.
- Coordination of personnel and material resources to better accomplish each project.
- Report to senior management, owners and representatives project status and improvements.
- Manage and Control projects budget.

BRITO DEVELOPMENT GROUP — Guaynabo, PR
GENERAL MANAGER — **2008 to Sept. 2018**

- Administrate and supervise Real Estate development office daily operation.
- Land Planning, conceptual design, value engineering and budgeting for new developments viability.
- Negotiate with banks and investors for future developments financial analysis and financing.
- Coordinate with local and federal government agencies for developments permitting and endorsements.
- Prepare and submit all Permits for projects construction.
- Design coordination with architectural and engineering firms for developments and construction projects.
- Estimate and negotiate with contractors and sub-contractors for project construction.
- Negotiate of construction contracts and documents. Assist in drafting and reviewing those documents.
- Develop and implementation of plans and schedules to meet projects objectives within budget and on time.
- Lead cross-functional teams from sales, marketing, engineering, legal, and technical support to address and resolve problem issues in the project implementation.
- Prepare project status reports, budget reports and give group presentations to owners.
- Manage all sub-contractors' involvements in projects construction and oversee sales and deliveries performance.
- Serve as mentor to engineering staff members in all technical matters.
- Supervision of projects engineers and sales staff.
- Coordinate with marketing and engineering to generate projects and products to be sale depending on market demand.
- Oversee successfully the development, construction, sales and management of several residential projects such as:

- *Las Ramblas at Downtown Guaynabo – Single house residential development of 280 units been built by phases with construction cost of over $40,000,000.00.*
- *Bel Air at Finca Elena – Single house high end residential development of 101 units with a construction cost of $20,000,000.00.*
- *Rotonda at Downtown Guaynabo – Townhouses residential development of 46 units with a construction cost of over $7,000,000.00.*
- *Belmont at Finca Elena – Townhouses residential development of 125 units with a construction cost of $22,000,000.00.*

BRITO DEVELOPMENT GROUP — Guaynabo, PR
PROJECT MANAGER — **2000 to 2008**

- Land Planning, Design Coordination, Value Engineering, Permits and Budgeting for a new 300 units "high end" project consisting of three 23 stories high towers named Peninsula Luxury Towers with an estimated construction cost of $150,000,000. This project was not built.
- Construction Management for the 180-single family housing project Palma Real and Palma Real Estates and a high-density family project Murano Luxury Apartments, which consist of 196 residential units in a mid rise development. All the three projects with a construction cost of over $100,000,000.
- Management of those projects includes value engineering, cost analysis and estimating, design coordination and review, project planning, scheduling, sub-contractors' evaluations and contracts negotiations.
- Coordinate and prepare units for inspections by the future owners once the units are ready for delivery.
- Obtain the respective government endorsements needed in order to get use permits for each housing unit.
- Certification reviews for payments from sub-contractors and suppliers.
- Inspection, supervision and coordination of the construction activities of all the sub-contractors to achieve the expected results.

CAR

AH DEVELOPMENTS, SE — San Juan, PR
PROJECT ENGINEER — **1998 to 2000**

- Construction Management for the Montehiedra Community housing and commercial projects.
- Includes the projects; Montehiedra Town Center (Land Development for shopping center), Jardines de Montehiedra (High density housing development), Los Arboles de Montehiedra and Las Flores de Montehiedra (Single family projects).
- In those projects my responsibilities were the revision of plans and design coordination, schedule of the work to be performed by the sub-contractors, solve field problems and situations during the construction development as well as review certifications for payments.
- Supervise earth-works and quantify earth volumes.
- In charge of the surveying crew and to process the data collected by the surveyors using computers programs.
- Monitoring of the house construction progress to coordinate clients' inspections with the Project Sales Office.

EDUCATION

POLYTECHNIC UNIVERSITY OF PR — San Juan, PR
BACHELOR OF SCIENCE IN CIVIL ENGINEERING — May, 1998

PROFESSIONAL ENGINEER LICENSE 18463

OTHERS

- Licensed Professional Engineer
- Puerto Rico Engineers and Land Surveyors College Member
- Computer programs knowledge as Autocad, Civil Cad, Microsoft Excel, Microsoft Word, Microsoft Project, MS PowerPoint, Quickbooks, Quicken

Jose Francisco Garcia Cosculluela, [Licensed Architect #16339 PR]

Urb. Garden Court Calle Francia A-1
Guaynabo , Puerto Rico
pachi@jotapr.com

PROFILE

Dynamic professional leader, exhibiting high ethics, hard work and confidence. Team builder with strong communication skills. Problem solver, able to meet goals and delivery with high quality architectural services for Residential, Commercial, and Industrial Projects.

EDUCATION

1992-1997 Louisiana State University, Baton Rouge Louisiana

Bachelor Degree in Architecture
Construction Management Minor

1990-1992 University of Dayton at Dayton Ohio

2 year associate in Graphic Design

WORK EXPERIENCE

2011 -present **JOTA ARKITEKTS, PSC** **PARTNER/ OWNER**

Architectural / Engineering and Inspection Services firm. Conceptual Development, Construction Documents, Construction Supervision and Inspection. Project Administration, Value Engineering. Project Permitting.

2012- 2017 **360 CONTRACTORS, LLC.** **PARTNER / OWNER**
(formerly PCH Builders)

Project and Construction Management Services for Residential and Commercial Projects. Design Build collaboration with JOTA ARKITEKTS. Construction supervision, inspection, value engineering and cost analysis. Construction administration.

2008- present **GS GROUP, LLC.** **PARTNER**

Puerto Rico Housing Authority Multifamily project inspections.
HOME PROGRAM Inspections
Environmental Analysis for Housing Developments
High Quality Standards Inspections (HQS)
Permitting Assesments

2005 - 2012 **PCH DESIGN / BUILDERS LLC** **PRINCIPAL**

Architecture and Construction Management Services. Principal of small design -build firm dedicated mostly to High end Residential and Commercial projects and Developments.

1998-2005 **DORADO BEACH EAST DEVELOPMENT / PRISA GROUP LLC.**

PROJECT ARCHITECT / MANAGER

In charge of full design and consultant coordination. Architectural, Electrical , Mechanical, Structural and Site. Full onsite inspection, and construction management from Conception to Product Delivery supervision and certifications approvals. Phases 1 through 5 of ones of Puerto Rico's High end Residential Development and Special Projects.

Special Projects:

Custom Housing: (Dorado Beach East) design and build custom housing for new Dorado Beach East future owners. 5 Phases 200 High End Units.

Clara Livingston Children Pool and Airport Park (Dorado Beach East) Design coordination with Peter Sollogoub of Boston's Cambridge Seven and all Consultants and full construction management, supervision and inspection throughout project delivery.

Dorado Beach East and Hyatt Dorado Master Planning. Worked in conjunction with New York Firm Hart and Howerton for the delivery and coordination full Master Plan of ____ Acres.

Plantation Village at Dorado Beach. 6 floors low Rise Residential Village. Full architecture and engineering coordination with consultants. Site coordination and Construction management.

Plantation Village Water Park and Windmill. Worked in conjunction with Peter Sollogoub Boston's Cambridge Seven for Design and Development of River park pool and all amenities of the Plantation Village at Dorado Beach.

1997-1998 **JOGLAR ARCHITECTS**

JUNIOR ARCHITECT
In charge of Gonzalez Padin conversion to Borders store.
JC Penney Conversion and Common Areas.
Fast Track Delivery with QB Construction. Full Design coordination and Construction supervision throughout Construction process.

PROJECTS

Mercedes Benz Garage Isla Verde
Mercedes Benz Garage Isla Verde (Mayaguez Branch)
Senderos de Gurabo (Master Planned Community Single Family Homes)
Aventura Development (Master Planned Community single family Homes)
Toscana Development (Master Planned Community single family Homes)
Smart Car Dealership
Container City commericial development
Senderos Estates Development Montehiedra (Master Planned Community single family)
Instituto del Niño
PREPA Network
First Health Services
University of Puerto Rico Humacao Campus (multiple)
G Parcel Montehiedra Commercial Development
Polytechnic University Hato Rey Campus (multiple)
Villa Beatriz Development
San Lorenzo village development
Professional Building at Dorado
Trapaga Fonalledas Residence
Jason Moore Residence
Steve Sizzis Residence
Martinez Alvarez Residence
Custom Housing remodelings (Multiple projects)
Fundacion Segarra Boerman Multilevel parking structure
Blackpoint commercial spaces
Huerto Solar Bayamon (Aireko Group)
Novartis (Aireko Group)
Merck offices
Sabanera Development model homes
Dorado Beach East Development 5 phases 300 custom units
Plantation Village Residential Development
Plantation Village Waterpark
Dorado Beach East Airport Park
Dorado Country Estates spec houses
Enclave Development (PRISA GROUP) Master Planned single family Homes)
Laderas de Guaynabo (Master Planned Community Multifamily)

PROJECT INSPECTIONS

San Cristobal Apartments
FIRST HEALT SYSTEMS (Multiple)
Administracion de la vivienda (AFV) Public Housing
HOME FEDERAL PROGRAM inspections / Puerto Rico Housing Authority
Davis Bacon Act
HUD inspections
High Quality Standards Inspections (HQS)

MEMBERSHIPS AND LICENSES

NCARB	REGISTERED ARCHITECT	16331 PR
NCARB	REGISTERED ARCHITECT	AR 98938
NCARB	IN PROCESS FOR REGISTRATION	USVI

USGREEN BUILDING ASSOCIATION
COLEGIO DE ARQUITECTOS Y ARQUITECTOS PAISAJISTAS DE PUERTO RICO
CONSTRUCTION SPECIFICATIONS INSTITUTE.

REFERENCES

UPON REQUEST

j-arkitekts
jota - arkitekts

Jose Evencio Rodriguez PR Licensed Architect #14976
Fla. Licensed Architect AR98358

EDUCATION

Aug. 1990-May 1995 — Bachelor in Architecture-Urban Planning
Syracuse University, Syracuse, New York

ARCHITECTURAL EXPERIENCE

2011-Present — JOTA Arkitekts, PSC, San Juan, Puerto Rico

- Arquitectural Services Firm
- Founder/Owner/Partner
- Administrative partner engaged in all trades:
  - Design Development, Construction Documents, Construction Drawings Coordination with Engineering Trades, Construction Supervision, Construction Inspections, Personnel Management, Office Administration, Code Compliance, Value Engineering, Design Built Projects, Project Permitting

2009-2011 — ARCHI-CO-M, DBA, Guaynabo, Puerto Rico

- Arquitectural Services, Project Management Services, Design-Build Construction, Property Management Services
- Founder/Owner
- Administrative partner engaged in all trades:
  - Design Development, Construction Documents, Construction Drawings Coordination with Engineering Trades, Construction Supervision, Construction Inspections, Personnel Management, Office Administration, Code Compliance, Value Engineering, Design Built Projects, Project Permitting

2000-2009 — TALLER BORINQUEN-QUIÑONES & RODRIGUEZ

- Arquitectural Services Firm
- Partner
- Administrative partner engaged in all trades:
  - Design Development, Construction Documents, Construction Drawings Coordination with Engineering Trades, Construction Supervision, Construction Inspections, Personnel Management, Office Administration, Code Compliance, Value Engineering, Design Built Projects, Project Permitting

1995-2000 — TALLER BORINQUEN-QUIÑONES & RODRIGUEZ

- Arquitectural Services Firm
- Associate Architect engaged in the following trades:

PMG 749, 1353 Ave. Luis Vigoreaux, Guaynabo, PR 00966
Tel-787-306-4001
Email: evencio@jotapr.com

- Design Development, Construction Documents, Construction Drawings Coordination with Engineering Trades, Construction Supervision, Code Compliance, Value Engineering, Project Permitting

PROJECT INSPECTION & ASSESMENT EXPERIENCE

2010-Present GS Group, PSC, Guaynabo, Puerto Rico

- Professional Services Corporation
- Partner performing the following trades:
  - Puerto Rico Housing Public Multi Family Projects Inspections
  - Puerto Rico Housing Multi Family Projects Environmental & Permits Assessments
  - Puerto Rico Housing Single Family Projects Construction Inspections & Environmental & Permits Assessments

CONSTRUCTION EXPERIENCE

2010-2015 PCH Builders LLC, Guaynabo, Puerto Rico

- General Contractor Company
- Partner performing management for the following:
  - Construction of single family privately owned.
  - Construction of small commercial projects.

2010-2015 360 Contractors, Guaynabo, Puerto Rico

- General Contractor Company
- Partner performing management for the following:
  - Construction of single family privately owned.
  - Construction of small commercial projects.

SKILLS SUMMARY

Design expertise

- Creative and innovative design lead Architect in various architectural firms as associate and partner.
- Design presentations
- Construction documents elaboration.
- Bidding process management as owner representative.
- Strong knowledge of construction process and engineering
- Test fits for clients potential leasing contracts
- 3D visualization

- Personnel management as various architectural firm and construction company administration

Inspection expertise

- Submittal management and review
- Certification for payment analysis and revision
- CPM and progress curve analysis and reports
- Contract documents review and proofreading
- Testing laboratories management

Code and Standards

- Puerto Rico Building Code 2011
- International Building Code 2009
- Fair Housing Act
- Uniform Federal Accessibility Standards Section 504
- American with Disabilities Act
- American National Standards Institute
- American Society for Testing and Materials
- Florida Building Code
- NFPA

Communication

- Highly developed verbal and written communication skills in Spanish and english
- Communicate confidently and effectively with team members from diverse groups

Professional Memberships

- Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico
- Home Builders Association of Puerto Rico
- National Council of Architectural Review Board

References

- Carlos Garcia - MAC Development 787-758-6455
- Eng. Cleofe Rubi - MORA Development 787-753-3535
- Eng. Jorge Rosaly - ROCCA Development 787-753-8650
- Eng. Luis Muñiz 787-505-7115
- Pedro Zorrilla - SE Investment 787-760-1654
- Luissette Goyco - Garage Isla Verde Inc. 787-565-5592
- Javier Trogolo – PRHFA 787-765-7577
- More available upon request

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j-arkitekts
jota - arkitekts, psc

PREVIOUS PROJECTS

PROJECT NAME	PROJECT TYPE	PHASE COMPLETED	CLIENT	LOCATION	CONSTRUCTION COST
Alturas de Campo Fresco	RESIDENTIAL	Preliminary Site Development Plans	MAC Development	Santa Isabel, PR	$15,000,000.00
Cerro Gozo - Fast Food Center	COMERCIAL	Preliminary Site Development Plans	Desarrolladora RBQ	Dorado, PR	$1,500,000.00
Comercial Laderas	COMERCIAL	Preliminary Site Development Plans	Desarrolladores de SJ	Caguas, PR	$5,000,000.00
Paseos Reales	RESIDENTIAL	Preliminary Site Development Plans	MORA DEV.	Aguadilla	$3,450,000.00
Carolina Resort	HOTEL	Preliminary Site Development Plans	Empresas Rivera Slaca	Carolina, PR	$25,000,000.00
River View (Incosa)	RESIDENTIAL	Preliminary Site Development Plans	Ramon Mac-Crohon	Canovanas, PR	$1,850,000.00
La Cimarrona	RESIDENTIAL	Preliminary Site Development Plans	Willo Fuertes	Vega Alta, PR	$6,500,000.00
Arenas del Mar	RESIDENTIAL	Preliminary Site Development Plans	Empresas Kopel	Piñones, PR	$12,500,000.00
Nu-Vue Ind.	INDUSTRIAL	Preliminary Site Development Plans	MAC Development	Mayaguez, PR	$550,000.00
Ocean Village	RESIDENTIAL	Preliminary Site Development Plans	Roberto Mejia	Luquillo, PR	$3,450,000.00
Portales de Carolina	RESIDENTIAL	Preliminary Site & units Development Plans	MORA DEV.	Carolina, PR	$12,500,000.00
Plaza de Diego Mall	COMERCIAL	Preliminary Site & units Development Plans	MAC Development	Rio Piedras, PR	$2,125,000.00
Puerta del Mar	RESIDENTIAL	Preliminary Site & units Development Plans	Gabriel Coll	Aguadilla, PR	$11,500,000.00
Vega Costera	RESIDENTIAL	Preliminary Site & units Development Plans	Manuel Benitez	Vega Baja, PR	$850,000.00
Vistas del Oeste	RESIDENTIAL	Preliminary Site & units Development Plans	Rudy Jurgensen	Mayaguez, PR	$15,350,000.00
Veredas del Bosque	RESIDENTIAL	Preliminary Site & units Development Plans	Empresas Kopel	Bayamon, PR	$9,550,000.00
Villamil Comercial/Residential	COMERCIAL	Preliminary Site Development Plans	Empresas Villamil	Hormigueros, PR	$16,500,000.00
Vistas de la Bahía	RESIDENTIAL	Preliminary Site & units Development Plans	SAFARI GROUP	Cataño, PR	$9,650,000.00
Alto Monte II	RESIDENTIAL	Preliminary Site & units Development Plans	MAC Development	Rio Piedras, PR	$4,750,000.00
Las Gavias	RESIDENTIAL	Preliminary Site & units Development Plans	Goni Rodriguez	Santa Isabel, PR	$16,850,000.00
High Meadows	RESIDENTIAL	Preliminary Site & units Development Plans	Empresas Rivera Slaca		$3,500,000.00
Marina Punta Cana	HOTEL/MARINA	Preliminary Site Development Plans	Grupo Punta Cana	Republica Dominic	$45,000,000.00
Boqueron Carlos Garcia	RESIDENTIAL	Preliminary Site & units Development Plans	MAC Development	Boqueron, PR	$17,500,000.00
Veredas de Vega Baja	RESIDENTIAL	Preliminary Site & units Development Plans	Teofilo Ramos	Vega Baja, PR	$10,325,000.00
Homeless	INSTITUTIONAL	Preliminary Site Development Plans	ACH	Santurce, PR	$100,000.00
Umeco	INSTITUTIONAL	Preliminary Site Development Plans	UMECO Inc.	Cataño, PR	$18,500,000.00
Rock River Hills	RESIDENTIAL	Preliminary Site & units Development Plans	Carlos Gonzalez	Rio Piedras, PR	$8,000,000.00
Comercial Humcao	COMERCIAL	Preliminary Site Development Plans	Goni Rodriguez	Humacao, PR	$14,500,000.00
Santurce Pietry	RESIDENTIAL	Preliminary Site & units Development Plans	Peregrine Dev.	Santurce, PR	$35,000,000.00
Paseo Alta Vista	RESIDENTIAL	Preliminary Site & units Development Plans	MORA DEV.	Toa Alta, PR	$6,545,000.00

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Cond. Bay View	RESIDENTIAL	Preliminary Site & units Development Plans	Renfi Morales	Miramar, PR	$65,000,000.00
Caguas Real	RESIDENTIAL	Preliminary Site & units Development Plans	MORA DEV.	Caguas, PR	$13,500,000.00
Brisas de Cupey	RESIDENTIAL	Preliminary Site & units Development Plans	Rafael Perez Melos	Cupey, PR	$13,650,000.00
Bahia Park Industrial	INDUSTRIAL	Construction Documents	Bahia Park S.E.	Cataño, PR	$2,500,000.00
Boqueron Beach Villas	RESIDENTIAL	Construction Documents	MORA DEV.	Boqueron, PR	$12,500,000.00
Camino del Sol Fase-1	RESIDENTIAL	Construction Documents	MAC Development	Vega Baja, PR	$8,250,000.00
Camino del Sol Fase-2	RESIDENTIAL	Construction Documents	MAC Development	Vega Baja, PR	$5,650,000.00
Las Mercedes	RESIDENTIAL	Construction Documents	FR	Guaynabo, P.R.	$1,500,000.00
Dorado Court Fase 1	RESIDENTIAL	Construction Documents	Raul Betancourt	Dorado, PR	$3,575,000.00
Dorado Court Fase 2	RESIDENTIAL	Construction Documents	Raul Betancourt	Dorado, PR	$2,875,000.00
Eldorado Club	RESIDENTIAL	Construction Documents	LEVITT HOMES	Dorado, PR	$6,850,000.00
Ext. Vistas de la Bahia	RESIDENTIAL	Construction Documents	Lcdo Mendez Solis	Peñuelas, PR	$1,050,000.00
Flamingo Walk-Up's	RESIDENTIAL	Construction Documents	MORA DEV.	Bayamon, PR	$9,365,000.00
Garriga Comercial Bldg.	COMERCIAL	Construction Documents	Jose Garrina Inc.	Rio Piedras, PR	$2,250,000.00
Helechos	RESIDENTIAL	Construction Documents	Helechos Corp.	Maunabo, PR	$2,850,000.00
La Hacienda	RESIDENTIAL	Construction Documents	MAC Development	Caguas, PR	$7,750,000.00
La Sierra del Rio	RESIDENTIAL	Construction Documents	MORA DEV.	Rio Piedras, PR	$10,500,000.00
La Sierra del Monte	RESIDENTIAL	Construction Documents	MORA DEV.	Rio Piedras, PR	$9,500,000.00
La Sierra Alta	RESIDENTIAL	Construction Documents	MORA DEV.	Rio Piedras, PR	$6,500,000.00
Los Pinos Cond.	PR-034	Construction Documents	MAC Development	Caguas, PR	$8,500,000.00
Los Montes	RESIDENTIAL	Construction Documents	FR	Dorado, PR	$8,650,000.00
Mirador Playa Convento	RESIDENTIAL	Construction Documents	Dr. Carlos Lopalegui	Fajardo, PR	$11,500,000.00
North Coast Village	RESIDENTIAL	Construction Documents	Rudy Jurgensen	Vega Alta, PR	$9,125,000.00
North Coast Shopping Village	COMERCIAL	Construction Documents	Rudy Jurgensen	Vega Alta, PR	$2,250,000.00
Olympic Village	RESIDENTIAL	Construction Documents	Goni Rodriguez	Las Piedras, PR	$6,500,000.00
Paseo del Prado	RESIDENTIAL	Construction Documents	MORA DEV.	Caroline, PR	$10,500,000.00
Paseo de la Ceiba	RESIDENTIAL	Construction Documents	MORA DEV.	Ceiba, PR	$4,500,000.00
Parque Flamingo	RESIDENTIAL	Construction Documents	MORA DEV.	Bayamon, PR	$13,500,000.00
Paseo del Mar	RESIDENTIAL	Construction Documents	MORA DEV.	Dorado, PR	$5,625,000.00
Pelican Cove	RESIDENTIAL	Construction Documents	Empresas Kopel	Isabela, PR	$25,000,000.00
Portales de Jacaranda	RESIDENTIAL	Construction Documents	Goni Rodriguez	Coamo, PR	$14,500,000.00
Parking Bldg. New S.J. Center	COMERCIAL	Construction Documents	MORA DEV.	Halo Rey, PR	$55,000,000.00
Rio Mar Village	RESIDENTIAL	Construction Documents	LEVITT HOMES	Rio Grande, PR	$24,500,000.00

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R.B. Office Bldg.	COMERCIAL	Construction Documents	RB Construction	Rio Piedras, PR	$1,850,000.00
Riverside	RESIDENTIAL	Construction Documents	Roberto Mejia	Palmas del Mar, P	$4,875,000.00
Tienda de Conveniencia	COMERCIAL	Construction Documents	ROCCA Dev.	Halo Rey, PR	$250,000.00
Veredas Gurabo Fase 1	RESIDENTIAL	Construction Documents	ROCCA Dev.-PRISA G	Gurabo, PR	$24,000,000.00
Veredas Gurabo Fase 2	RESIDENTIAL	Construction Documents	ROCCA Dev.-PRISA G	Gurabo, PR	$25,000,000.00
Monte Alto (Villas de la Serrania)	RESIDENTIAL	Construction Documents	Manuel Benitez	Gurabo, PR	$10,125,000.00
Villas de Castegilone	RESIDENTIAL	Construction Documents	Goni Rodriguez	Palmas del Mar, P	$1,500,000.00
Villas de la Playa	RESIDENTIAL	Construction Documents	SAFARI GROUP	Vega Baja, PR	$8,500,000.00
Vistas del Rio	RESIDENTIAL	Construction Documents	Cholo Rexach		$11,650,000.00
Vistas del Pinar	RESIDENTIAL	Construction Documents	Vistas del Pinar Inc.	Toa Alta, PR	$7,250,000.00
Playa Palmira	RESIDENTIAL	Construction Documents	Rudy Jurgensen	Humacao, PR	$18,500,000.00
Portal de Ancones	RESIDENTIAL	Construction Documents	Cholo Rexach	Arroyo, PR	$12,000,000.00
Paisajes de Mayaguez	RESIDENTIAL	Construction Documents	MORA DEV.	Mayaguez, PR	$13,550,000.00
Camino Real	RESIDENTIAL	Construction Documents	MORA DEV.	Juana Diaz, PR	$8,650,000.00
Comunidad Fuente Bella	RESIDENTIAL	Construction Documents	Peregrine Dev.	Toa Alta, PR	$24,375,000.00
Las Carolinas	RESIDENTIAL	Construction Documents	Lic. Lopez De Asua	Carolina, PR	$4,250,000.00
River Park	RESIDENTIAL	Construction Documents	FR	Caguas, PR	$16,875,000.00
LOFT Building	RESIDENTIAL	Construction Documents	MAC Development	Halo Rey, PR	$5,650,000.00
Wilson Loft Apt.	RESIDENTIAL	Construction Documents	MAC Development	Condado, PR	$8,950,000.00
Mercedes Benz @ Mayaguez	COMERCIAL	Construction Documents	Garage Isla Verde Inc.	Mayaguez, PR	$8,500,000.00
Plaza Universitaria UPR	INSTITUTIONAL	Construction Documents	UPR	Rio Piedras, PR	$55,000,000.00
Wilson 1350 Apt. Bldg.	RESIDENTIAL	Construction Documents	Muñiz & Zabala	Condado, PR	$13,650,000.00
Senderos de Gurabo	RESIDENTIAL	Construction Documents	SG Dev.	Gurabo, PR	$11,500,000.00
San Lorenzo Apt.	RESIDENTIAL	Construction Documents	San Lorenzo Dev.	San Lorenzo, PR	$4,500,000.00
Los Amigos Hotel	HOTEL	Construction Documents	Los Amigos SE	Viejo San Juan, PF	$1,500,000.00
Laderas de San Juan	RESIDENTIAL	Construction Documents & Supervision-Inspection	MAC Development	Caguas, PR	$15,500,000.00
Centro Judicial de Mayaguez	INSTITUTIONAL	Construction Documents & Supervision-Inspection	WEST Dev. Corp	Mayaguez, PR	$45,000,000.00
Parkside Parking Bldg	RESIDENTIAL	Construction Documents & Supervision-Inspection	Parkside Corp.	Santurce, PR	$1,650,000.00
Villa Beatriz	RESIDENTIAL	Construction Documents & Supervision-Inspection	Villa Beatriz Inc.	Cayey, PR	$31,250,000.00
Caminos Verdes Fase 1	RESIDENTIAL	Construction Documents & Supervision-Inspection	Adrian Stella	Cupey, PR	$7,500,000.00
Caminos Verdes Fase 2	RESIDENTIAL	Construction Documents & Supervision-Inspection	Adrian Stella	Cupey, PR	$4,500,000.00
Fiscalia Mayaguez	INSTITUTIONAL	Construction Documents & Supervision-Inspection	WEST Dev. Corp	Mayaguez, PR	$12,550,000.00
Millennium Cond.	RESIDENTIAL	Construction Documents & Supervision-Inspection	ROCCA Dev.	San Juan, PR	$35,000,000.00
Woodlands	RESIDENTIAL	Construction Documents & Supervision-Inspection	Empresas Rivera Staca	Trujillo Alto, PR	$15,000,000.00
Fair View	RESIDENTIAL	Construction Documents & Supervision-Inspection	Rudy Jurgensen		$7,225,000.00
Metropolis	RESIDENTIAL	Construction Documents & Supervision-Inspection	MAC Development	Halo Rey, PR	$65,000,000.00
Bayamon & Complejo Deportivo Tren Urbano Stations	INSTITUTIONAL	Construction Documents & Supervision-Inspection	ACT	Bayamon, PR	$45,000,000.00

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Escuela Emilia Bonilla	INSTITUTIONAL	Construction Documents & Supervision-Inspection	AEP	Villalba, PR	$12,350,000.00
Escuela Elemental de Vieques	INSTITUTIONAL	Construction Documents & Supervision-Inspection	AEP	Vieques, Pr	$8,550,000.00
Escuela de San German	INSTITUTIONAL	Construction Documents & Supervision-Inspection	AEP	San German, PR	$14,650,000.00
Escuela Sup. Luz Amer. Calderon	INSTITUTIONAL	Construction Documents & Supervision-Inspection	AEP	Carolina, PR	$7,350,000.00
Escuela Villalba Superior	INSTITUTIONAL	Construction Documents & Supervision-Inspection	AEP	Villalba, PR	$10,950,000.00
Centro Comunal Jurutungo	PUBLIC	Construction Documents & Supervision-Inspection	Municipio de San Juan	Rio Piedras, PR	$850,000.00
Centro Comunal Trastalleres	PUBLIC	Construction Documents & Supervision-Inspection	Municipio de San Juan	Rio Piedras, PR	$450,000.00
Mejoras Centro Head Start Sierra Maestra	PUBLIC	Construction Documents & Supervision-Inspection	Municipio de San Juan	Rio Piedras, PR	$1,750,000.00
Mejoras Centro Head Start Hill Brothers	PUBLIC	Construction Documents & Supervision-Inspection	Municipio de San Juan	Rio Piedras, PR	$650,000.00
Mejoras Centro Comunal Puerto Nuevo	PUBLIC	Construction Documents & Supervision-Inspection	Municipio de San Juan	Puerto Nuevo, PR	$250,000.00
San Cristobal Apts.	RESIDENTIAL	Construction Inspection	Zumasa Co.	Viejo San Juan, PR	$10,250,000.00
CPO SMART SPRINTER Dealer	COMERCIAL	Construction Documents & Supervision	Garage Isla Verde Inc.	Isla Verde, PR	$1,950,000.00

ZAILISE PAGESY ROUSSEL

San Jullán 446
Urb Sagrado Corazón
San Juan PR 00926-4217
787-643-1373
ralliase@gmail.com

Dedicated professional with over 20+ years of experience in accounting, financial, and management area including over 14+ years of experience in the construction industry and real state management.

PROFESSIONAL EXPERIENCE

MAB MANAGEMENT CORP AND RELATED CONSTRUCTION COMPANIES
(Real State Administration and Construction companies with over $30 million annuals sales)
Comptroller, January 2004 – Present

- Manage all accounting , tax and finance of over fifteen related real state and construction companies
- Manage all accounting functions Sales, AP, AR, Payroll, Inventory, Cash, etc.
- Prepare contractors certifications to banks
- Prepare and discuss companies unaudited financial statements and internal financial reporting
- Participate in audits and preparing reports for regulators

MUEBLERIAS BERRRIOS/HMPR
(Retail furniture stores with over $15 million gross annual sales)
Comptroller, August 1999-December 2003

- Supervised accounting and Finance team
- Manage all accounting functions Sales, AP, AR, Payroll, Inventory, Cash
- Prepared, analyzed and discussed monthly financial package with Executive Management
- Prepared, analyzed and discussed annual budget with Executive Management
- Supervised over twenty-five accounting staff members
- In charge of annual physical inventory for 35 stores
- Other related tasks

DELOITTE AND TOUCHE LLP
(Big five multinational public accounting firm)
Auditor, August 1995-July 1999

- Conduct financial statement audit in various industries including: Distribution, retail, not-for-profit, Healthcare, Government (Treasury Department) and 401K, among others.
- Develop audit plans based on risk assessment of the client
- Coordinate with team members and client personnel to resolve complex accounting issues/audit findings
- Examine records and interview senior management and client staff to ensure recorded transactions are in accordance with Generally Accepted Accounting Principles (GAAP)

EDUCATION

UNIVERSITY OF SACRED HEART
BBA Accounting, May 1995

HIGHLIGHTS

- **Fluent in Spanish, English and French**
- **Proficient in Microsoft Office, QuickBooks and Peachtree**
- **Highly Analitycal**

Alberto Villafañe Portela, P.E.

Calle 1, F-20, Prado Alto, Guaynabo, PR, 00966
Tel. 787-599-5409, email- betovillafane@gmail.com

Professional Experience

Civil Engineer with 20 + years' experience as construction manager in the construction industry and 15+ years' experience in the construction of housing and residential projects. Outstanding record delivering mass production of single-family housing units always promoting high quality standard construction.

REBUILDERS PR LLC, Lead Construction Manager Oct 1/2018 - Present
Responsibilities include but not limited to: assigning and managing construction team, construction phase project scheduling, advising PM on constructability issues, providing reports for each construction phase, any function construction related.

MC Builders, LLC./TCS Contractors, LLC. – General Contractor 2012-Present
President
Responsibilities included estimating, construction management, trade coordination, budget development and cost control, development of project schedules and project strategies, safety and quality control.

Selected Projects:

FEMA Direct Housing Program - Construction manager for Rebuilders on the construction and repair of FEMA funded houses throughout Puerto Rico, assigned by Atkins Global.

Montecielo, Guaynabo PR - $5.5 million: New Residential housing development with 76 units. Project included, Recreational Facilities, Off-Site infrastructure and Site utilities.

Dorado Green Care, Isla Verde PR – Commercial Retail Store, Interior Work. Project Included, Comprehensive Demolition and Full Construction or Interiors.

Acha Trading, Cataño PR – Concrete Structure Enclosure for Power Generators. Concrete Construction.

Isla de Roque, Barceloneta PR - $4.6 million: Residential housing development with 106 units. Project included, site utilities and infrastructure.

Los Eucaliptos, Carolina PR - $3.5 million: Residential housing development with 46 units. Project included, site utilities and infrastructure.

Aventura, Gurabo PR - $1.5 million: Residential housing development with 44 units. Project included, site utilities and infrastructure.

Builders Associates, LLC. – General Contractors 2001-2012
Project Manager & Partner

Selected Projects:
New Urban School of Ciales - $19 million: Design-Build, LEED Certified project. New 150,000 SF Elementary and Intermediate school, part of the Schools for the 21st Century Program. Owner- Puerto Rico Infrastructure Financing Authority & the Puerto Rico Public Private Partnership Authority.

Los Lirios – $15 Million, Public Housing, Comprehensive Modernization, 150 Apartments, Site Work and Facilities. Owner – Puerto Rico Housing Department.

Embassy Suites Hotel New Parking & Casino at Dorado - $10.8 million: Multi Story Steel Parking Building & Activity Room Exterior Shell and Facilities. Interior Work Included Partitions, Finishes, Electrical, HVAC, Fire, Protection, Security Systems, FF&E Coordination, etc.)

Villas de Montecielo at Guaynabo, P.R. - $6 million: First Phase of a Residential Development with 57 Units with a Sale Value of $640,000 each.

Torre Cibeles, San Juan PR - $37 million: Two 19 Stories Residential Towers & 310 Spaces Parking Building. Luxury apartments with an average area of 2,200 SF with Penthouses of 4,400 SF

Boquerón Beach Hotel & Time Sharing - $14.7 Million, 46 Rooms, Beach Front Resort Building in the Town of Cabo Rojo. New Developmet.

Estacionamiento Nuevo Centro de San Juan - $14 million: New development in the Hato Rey Business District for a Multi-Story Parking & Office Building. 396,000 SF with 1,070 parking spaces and 25,000 SF of office space.

Paseo Del Prado, Carolina PR - $17 million: Residential housing development with 167 units. Project included earthwork, site utilities and infrastructure.

Madeira Apartments, Ocean Park PR - $1 millionPile Foundations & Footings

Desarrollos Metropolitanos S.E. - General Contractors 1994-2000
Project Engineer

Las Flores De Montehiedra, San Juan PR - $24 million: New Residential housing development with 87 units

Los Jardines De Montehiedra, San Juan PR - $29 million: New Apartment Buildings Development

Los Arboles De Montehiedra, San Juan, PR - $55 million: New Residential housing development Phase I & Phase II with 240 units

Harvey Hubbell Caribe, Dorado PR - $800,000: Industrial Facilities renovations

Harvey Hubbell Caribe, Plant 4, Vega Baja PR – $2.6 million: Industrial Facilities

El Conquistador Hotel, Fajardo PR - $70 million: Field Engineer for the Hotel renovation and the new construction of Las Casitas Condo Hotel Development

Education

CIAPR

Bachelor of Science in Civil Engineering - University of Massachusetts at Amherst, 1994
Languages: Fully fluent in Spanish and English

Professional Achievements

Registered Professional Engineer – Puerto Rico Lic. No. 14956
Registered Professional Engineer – Massachusetts Lic. No. 14956
Active Member of CIAPR (Colegio de Ingenieros y Agrimensores de Puerto Rico)
Member of the National Civil Engineers Society (chi epsilon) – No. 71286

MANUEL A. ROSA TIRADO

Urb. Santa Rosa
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Bayamón, PR 00959
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✉ gmanuelrosa968@gmail.com

PROFILE

Talented professional with an extensive background in Environmental and Occupational Safety area. Occupational Safety Officer for over 15 years of experience in Construction, varying from housing, roads, and infrastructure projects. With 17 years of experience and expertise in develop and maintaining regulatory compliance and documentation for Federal and Local Environmental Agencies. Strong experience on safety employee training. Responsible, punctual, cooperative, skillful, instruction follower with a high sense of responsibility. Able to work under pressure with minimum supervision. Excellent organization and communications skills. Basic knowledge of the English language. Basic knowledge of Microsoft Office software. Knowledge of regulatory laws such as: **EPA, EQB and OSHA.**

PROFESSIONAL EXPERIENCE

Rebuilders PR LLC, Health and Safety Officer 2018
Advantix Engineering Corporation, Health and safety officer US coast guard project SJ base. 2018
Vanguard EM, FEMA inspector *2017*
PEMCO, BETTEROADS ASPHALT, (EMPRESAS DIAZ), San Juan, PR
Environmental Health and Safety Officer 2001-2016
Laboratory Technician *1995-2001*

- Conduct environmental and safety site audits.
- Inspect and monitor construction projects, mechanical workshop, Asphalt Terminal, Sand and Gravel Mine, Asphalt Manufactured Facilities.
- Conduct risk assessments.
- Gathered environmental data for interpretation and/or maintain regulatory compliance standards.
- Prepare and certify documents related to occupational safety and health issues.
- Coordinate and provide Environmental and Safety training to field operations employees.
- Examine incidents to obtain data that can be used to design preventive measures.
- Update, enforce and maintain safety protocols related to occupational and safety issues.
- Pointed source polluters and inspected facilities to identify if discharges were made into the surface water.
- Years of experience developing and implementing safety plans, and Highly strict officer in enforcing all safety protocols required per project.
- Tracked of Hazardous materials spills that could threaten drinking water and tries to see that they were cleaned up.
- Dealt with premeditating or "cleaning up hazardous waste contaminated areas".
- Provide and recommend personal protective equipment to all construction personnel, which complies with safety protocols for the job site.
- Maintained inventory of safety equipment needed.
- Vast knowledge of OSHA regulations in the construction industry.
- TWIC card credential available, OSHA 30-hour Occupational Construction Safety and Health certified.
- Directed in promoting ethical behavior and good work ethics all around each project.

EDUCATION

POLITECHNIC UNIVERSITY OF PUERTO RICO, SAN JUAN, PR (2001)
Master Degree in Environmental Administration
UNIVERSITY OF PUERTO RICO, SAN JUAN, PR (1994)
Bachelor Science in Natural Sciences

Ing. Alejandro Valdes

Tel#: 787-463-3715
Email: a_valdes@ymail.com

Paseo San Juan G-21
San Juan, PR 00926

Experience **Duration**

August 2018–Present

Rebuilders PR LLC
Partner and Quality Control Manager

- Assisting senior project manager to plan and execute effectively high-quality end product (houses) according to drawings and specs, including budget planning, for FEMA Housing Direct program, with ATKINS GLOBAL.

Project Manager — June 2010-Present
Los Portales de Madeco, San Juan, PR

- All around responsibilities. (Planning, Estimating, Take Offs, Personnel Management, Procurements,)
- Successfully executed as PM 100+ subcontracts in various levels, from housing, hospitality and commercial.

Structures Engineer
KSWRP (The JV of Kiewit, Stacy & Witbeck, Reyes Group, Parsons) — Sept 2009-May 2010

- Project Engineer in Design Build project.
- Structures Specialist, mainly bridge decks.
- Successfully completed and exceeded profit expectations in all assigned jobs.
- Constant training in job safety, work quality and heavy equipment.

Quality Control Manager — Mar 2008 -Feb 2009
F&R Construction, Son Juan, PR

- Quality control specialist
- Project engineer to foreman facilitator
- All mainly in Hotels, Industrial Facilities, and Infrastructure
- Successfully completed responsibilities in *La Concha Hotel and Casina*, Project Supervisor

Quality Control Manager — Mar 2006 - Mar 2008
MG Construction, San Juan, PR

- Overseeing and supervising quality control assignments for Montefiori, Caguas, residential single units housing project.

Quality Control Manager — June 2005 - Aug 2005
Diskin construction, San Juan, PR

- Overseeing and supervising quality control assignments for Balcones de Monte Real, Canóvanas, residential housing project.

Construction Worker — May 2004 – Aug 2004
CRM Construction, San Juan, PR

- Laboring in all around areas construction related

Education

Bachelor's Civil Engineering — Graduated-May 2009
Polytechnic University of Puerto Rico

Related Skills

- Fluent in both English and Spanish; beginner level in French
- Experience in all around construction labor
- More than 14 years experience in the construction industry

LUIS M. FERNANDEZ

787-593-5151
luis@mabmanage.com

Caoba 34
Estancias de Torrimar
Guaynabo, PR 00966

Profile

With my unique experience in the residential construction sector, I am qualified to execute the job of Lead Warranty Officer. My skills in dealing with people and evaluating their specific needs will ensure that my responsibilities are met in a timely and effective manner.

Experience

Lead Warranty Officer and Permitting- MAB Management Corp. 2001-Present

With over 5,000 new residential units constructed in the last 17 years, I have personally dealt with the permitting, construction,delivery and warranty follow up with the end user. Created solid relationships with members of the local banking industry, contractors, suppliers and many clients. Over 1,000 additional units in Pipeline to start construction in the next 2 years. (2019-20)

Education

BA in Economics, University of Michigan Business School, Ann Arbor (1995-1999)

Skills

Skilled at collaborating in groups to achieve assigned tasks. Good communicator and problem solver.

References

Manuel Batlle 787-955-9200, David Del Toro 787-402-3970, Alejandro Valdes 787-463-3715

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Tab 6

REBUILDERS PR, LLC

WORK APPROACH
CDBG-DR-RFP-2018-09

PUERTO RICO DEPARTMENT OF HOUSING

Construction Manager Work Approach

6.3.1 Goals and Requirements:

Rebuilders PR, LLC ("**Rebuilders**") will provide the Puerto Rico Department of Housing ("**PRDOH**") with an experienced home-builder team with a proven track record in the design, construction and project administration that will allow the Homeowner Repair, Reconstruction or Relocation Program (the "**R3 Program**") to fulfill its reconstruction, social and economic intent. Rebuilders' primary objective is reducing the lead time from the time of the award to a particular applicant (each, an "**Applicant**") to the completion of said Applicant's project. Rebuilders' will have a particular focus on meeting the Applicant's needs and expectations, while at the same time seamlessly complying with all the requirements of the R3 Program. No project is too small or trivial for Rebuilders. Thus, Rebuilders will strive to maximize its resources and efforts in order for Applicants to be able to obtain the relief they need as a result of Hurricane María's damages.

Once PRDOH assigns a case to Rebuilders, our team will begin a standardized process that will begin with the review and analysis of the Damage Assessment Report and the Environmental Report for each Applicant, followed by a pre-construction meeting with the Applicant where the Lead and Asbestos pamphlets will be delivered, discussed and explained to the Applicant, and an authorization to access and work on the Applicant's property will be obtained. If applicable, because the Applicant desires to remain in the property while it undergoes rehabilitation, a waiver of liability in favor of PRDOH and Rebuilders shall be required from the Applicant as well.

Rebuilders, as Construction Manager, shall be responsible for maintaining each project within the budget and avoiding unnecessary cost overruns. Furthermore, Rebuilders will maintain proper books and records for each project, and will strive to improve the quality of documentation, standardizing designs and solutions while, at the same time, reducing the processing burden of PRDOH. Rebuilders main goal in the performance of its work within the R3 Program will be expediting and optimizing solutions to any unforeseen condition while keeping contract modifications to a minimum. Additionally, maintaining the upmost quality control, project safety and implementing green building initiatives are essential to Rebuilders' strategy.

6.3.2 General Administration and Coordination

As part of the administration and coordination of the R3 Program, Rebuilders will divide its process into two mayor components - REPAIR and RE-CONSTRUCTION. Each component shall have a separate set of standardized rules and procedures. Upon receiving an assignment from the PRDOH, Rebuilders will evaluate the assignment and determine which process shall be applicable to that particular assignment, focusing on efficiency and expediting delivery time of the unit to the Applicant.

REPAIR cases shall commence with an initial determination of permit requirements and applicable design. Together, Rebuilders' Permit and Design teams, which are directed by the Lead Permit and Lead Design managers, respectively, shall evaluate the Damage Assessment Report and shall prepare a workplan setting forth tasks, schedules, recommendations, risks analysis and resources needed to ensure project compliance with building codes, plans and specifications and R3 program objectives. Rebuilders has in place a strong design and permitting team that will allow it to accomplish a quick and successful turnaround, while maintaining sufficient redundancy for high-volume tasks created by the high number of Applicants expected to apply for the benefits of the R3 Program. Rebuilders team has significant knowledge in the permitting process, having gone through the permitting process across a multitude of municipalities and agencies during the

past 20 - 25 years and taking residential construction projects from the early stages of permitting, such as zoning variation requests and earthwork movement in raw land, all the way to use and occupancy permits. Furthermore, Rebuilders' principals also have significant experience taking abandoned or distressed properties, restarting or reinitiating the permitting work, and curing defects in the permitting process successfully to obtain use and occupancy permits in those properties. Therefore, Rebuilders plans to leverage its contacts in the different municipalities and agencies, as well as its knowledge of the permitting process in the island in order to be able to comply with the timely delivery of units to its Applicants.

Once Rebuilders' design and permitting process is completed, Rebuilders' Lead Procurement Manager and its team will prepare, obtain and/or execute all required contracts, documents, schedules, insurance policies, applicable sales and use or excise taxes, documents required to ensure the issuance of required permits, as well as any other information needed for the commencement of a particular project. Furthermore, said team shall coordinate and negotiate with materialmen and suppliers based on each project in a coordinated attempt with those stakeholders to ensure timely delivery and maximize savings for the R3 Program.

While the permitting and design for a project is in process, the Lead Construction Manager will oversee management of the logistics and assignment of particular job tasks to the construction team. The Construction Manager shall allocate personnel, sub-contractors and resources, as needed, to maximize efficiency and effectiveness for each required job. The Construction Manager's team shall be responsible for providing guidance, recommendations and solutions to possible concerns and issues regarding the site, structural or construction of a particular project and, if needed, incorporating the design and permitting team into the process to resolve any potential issues that arise in connection with the design or permits of a particular Applicant. Furthermore, the Construction Manager shall be in charge of coordinating every component of the project to ensure timely delivery and compliance with the applicable budget.

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Additionally, Rebuilders' Construction Management team will be in charge of implementing high quality and advanced construction techniques to ensure Applicants receive a high-end product. The Construction Management team will also strive to maintain the highest ethical standards and work ethic within its construction team and shall ensure that subcontractors also maintain similar ethical and quality standards. Rebuilders truly understands the importance of guaranteeing its employees and subcontractors maintain the highest ethical behavior and work ethic given that the work in many cases will be performed in houses that are occupied by their homeowners and/or the homeowners will be present during the performance of the repairs. Thus, Rebuilders will ensure that every employee, subcontractor and construction team fully understands the nature of the work to be performed, as well as the applicable rules and guidelines of the R3 Program.

During the performance of the repairs, a quality assurance and control plan will be in place. Rebuilders' Lead Quality Control Manager and its team shall be responsible for the implementation and maintenance of such quality assurance plan. Rebuilders proposes using a three-step inspection system consisting of (i) a preparatory meeting between its team and the Applicant; (ii) an initial inspection of the residence; and (iii) one or more follow-up inspections to ensure the work is being or has been performed in accordance with building codes, plans and specifications, and applicable R3 Program guidelines and procedures. The preparatory meetings shall be conducted by the Construction Management Team, the Quality Control Manager and/or their respective designees after a complete review of all applicable plans, specifications, shop drawings and related submittals. A preparatory phase meeting checklist shall be completed for each definable feature of work, and shall be distributed at the meetings. At the preparatory meeting, the superintendent and the foreman (involved in this phase of construction) shall coordinate with the quality assurance, quality control and safety personnel and shall introduce

their workplan for the completion of the work.

Initial Inspections shall be performed at the beginning of any Definable Feature of Work and shall be repeated at any time new personnel or crews are assigned to the work. Furthermore, further inspections shall be required by Rebuilders when the required standard of work is not being accomplished. As part of Rebuilders' proposed workplan, an initial phase checklist shall be completed for each Definable Feature of Work and distributed to the personnel in charge of the work and the Applicant at the initial inspection. It will be a requirement of Rebuilders that the same personnel that attended the preparatory meeting also be present during the initial inspection to ensure the continuity of the process. Said personnel shall include the Superintendent, the Foreman, Safety Personnel and the Quality Control Staff.

Follow-Up Inspections shall be performed weekly to ensure that the workplan established during the preparatory meeting and the initial inspection has been followed and that the work performed complies with all design and contractual requirements. Upon completion of each work order, an interim Quality Control Team inspection will be performed prior to issuing any notice related to the finality of the work or the intent to complete the final delivery of the unit. Once the interim inspection is approved by Rebuilders' team, a final inspection with the Program Manager and the Applicant will be performed.

RE-CONSTRUCTION cases shall also begin with an initial analysis of the permit requirements and the design to be implemented. The Permit and Design teams shall evaluate the Damage Assessment Report and prepare an assessment to determine tasks, schedules, recommendations, risks analysis and resources needed to ensure project compliance with building codes, plans and specifications and R3 program objectives.

After the initial assessment has been performed by the Rebuilders team, a meeting between the Rebuilders' design personnel and the Applicant shall take place in order to discuss logistics, timing, details related to the property and the unit to be constructed, and selection by the Applicant of certain finishes which will allow for optionality or preference. After said meeting, once the design parameters are determined, the Rebuilders design team will complete the design process based on the pre-existing and pre-approved designs that have been submitted by Rebuilders as part of the Request for Proposal process. As mentioned above, Rebuilders has in place a strong design and permitting team that will allow it to accomplish a quick and successful turnaround, while maintaining sufficient redundancy for high-volume tasks created by the high number of Applicants expected to apply for the benefits of the R3 Program.

Furthermore, depending on the results and determinations made upon completing the assessment of the project, the Rebuilders team will proceed with either demolition and abatement of existing structures, when applicable, or directly to the construction of the new unit. If demolition and abatement is required, demolition and abatement projects will be carried out by Rebuilders' demolition sub-contractor which has extensive experience in the management and performance of such projects. Rebuilders' demolition sub-contractor is one of the lead demolition and abatement companies in Puerto Rico, with significant and very recent experience in the demolition of buildings, recycling and disposition of debris and by-products, and management of contaminants and hazardous substances. Furthermore, Rebuilders shall ensure that the demolition and abatement will be performed by personnel that has been certified by the EQB, and that such work will be completed in compliance with all necessary permits from the EQB, the DRNA, the EPA or any other state or federal agency with jurisdiction over the matter, until final disposal of all debris and by-products in certified landfills or recycling plants.

Once the foregoing process is completed, Rebuilders' remaining work approach for

RECONSTRUCTION cases shall be almost identical to the REPAIR cases, with (i) the Lead Procurement Manager and its team preparing, obtaining and/or executing all required contracts, documents, schedules, insurance policies, applicable sales and use or excise taxes, documents required to ensure the issuance of required permits, as well as any other information needed for the commencement of a particular project; (ii) the Procurement Manager coordinating with materialmen and suppliers; (iii) the Lead Construction Manager assigning tasks and allocating resources and sub-contractors to perform each job; (iv) the Lead Quality Control Manager and its team implementing and maintaining the construction plan through a three-phase inspection program (preparatory meeting, initial inspection and follow-up inspections); and (v) at the end of each construction job, an interim Quality Control Team inspection will be done before determining the house is ready for delivery. Once this interim inspection is approved, a final inspection with the Program Manager and the Applicant will be performed.

During construction of replacement homes, invoicing will be prepared by our Accounting Team on the four (4) pay points that have been identified in the Request for Proposal and related addenda for the R3 Program. The first pay point shall be upon completion of the foundations for a particular unit, which shall include the demolition of any substantially damaged homes when applicable. Rebuilders' second pay point shall be upon the completion of the replacement home structure. The third pay point shall be triggered upon completion of the replacement home finishes and, finally, the fourth and final pay point shall be triggered upon the final acceptance of the work. Rebuilders' Accounting Department will be responsible for managing and gathering all the supporting documents required by PRDOH during the construction process in order to allow the efficient invoicing and processing for each pay point.

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After gathering all supporting documents required by the PRDOH for invoicing, including, without limitation, certifications and breakdown for payments, photographical evidence, expense plans, payroll statement of compliance, project schedules, quality control reports, insurance and bonds evidence, approved change orders and any other documents that support the services or work billed. Before submitting invoices to PRDOH, Rebuilders will have a private accounting firm auditing all invoices and back-up documents to ensure the invoice submittals comply with state and federal requirements.

6.3.3 General Experience and Knowledge; Integration

The Rebuilders team, together with its principals, affiliates and sub-contractors, have been designing, developing and building single-family and multi-family residential units for over 20 – 25 years. With an extensive portfolio of residential projects encompassing over 6,000 residential units which have been fully developed, delivered and closed ranging from affordable housing to middle, upscale and luxury homes, Rebuilders has vast understanding and knowledge in the design, construction and administration of residential single and multi-family projects. Furthermore, the Rebuilders' team is accustomed to working in projects in which there are multiple stakeholders, including, without limitation, lenders, lender-appointed engineers or architects, project inspectors, government agencies, utility companies, bonding companies, insurance companies, multiple contractors and sub-contractors, homeowner associations, as well as other parties in interest. Therefore, the Rebuilders' team is used to successfully performing under pressure, with both construction and financial hurdles and deadlines, and with multiple projects or developments at the same time.

The Rebuilders' team, its principals, affiliates and sub-contractors, are one of the leading home-building groups in Puerto Rico today, with an active development portfolio that includes the likes of active residential developments such as Montecielo (Guaynabo), Toscana (Gurabo), Laderas de Guaynabo (Guaynabo), Aventura (Bayamón), Vega Serena (Vega Baja), Isla de Roque

(Barceloneta), among others, all of which are managed by the same team of professionals. Therefore, Rebuilders' understanding of how to take a residential project from raw land to use and occupancy permits is undeniable and its track record in home-building is unquestionable. Furthermore, the Rebuilders' team has been working together in all these projects for quite some time, allowing the team to work seamlessly together and granting the team continuity and consistency.

For the R3 Program, Rebuilders will leverage its existing economies of scale and incorporate its existing integrated design-construction process to the R3 Program. The Rebuilders' team already manages construction of its existing projects together with the design team, a practice that will facilitate performance of the work required under the R3 Program. This integrated approach allows the design team to obtain direct input from the construction team regarding time to complete, efficient designs, cost of labor and cost of materials, as well as market / homeowner feedback. The feedback provided by the construction team to the design team allows the latter to implement or consider efficient construction methods or the use of innovative materials, while complying with Puerto Rico building codes.

In Rebuilders' existing and proposed strategy, the Lead Design Manager and its personnel have a lead role in the design and construction process and work together with the structural, mechanical and electrical engineers to facilitate an effective and viable design. The skills and experience of mechanical and electrical engineers, as well as the skills of specialized consultants, can be integrated at the concept design level from the very beginning of the design process. In Rebuilders' experience, when integrating the different professionals and capabilities, the end-result is a design that is highly efficient with minimal, and sometimes inexistent, incremental capital costs.

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To ensure the integration between the design and construction teams, Rebuilders will incorporate the following processes and/or strategies:

- Promoting inter-disciplinary work between architects, engineers, cost specialists, operations and other relevant stakeholders from the commencement of the design process;
- Promoting the proactive discussion of possible or existing issues and the establishment of consensus solutions to possible issues;
- Budget restrictions applied at the entire level, with no strict separation of budgets for areas or disciplines;
- The inclusion of a specialist in the field of energy engineering and energy simulation; and
- Clear articulation of performance targets and strategies, to be updated throughout the process by the design team.

As mentioned above, the Rebuilders' construction and design teams already operate and manage a large volume of residential projects and have effectively managed the design and construction of these projects while maintaining strict cost controls. The Rebuilders' team plans on using the existing chemistry and familiarity of the team in handling aggressive and complex home-building projects to integrate the R3 Program's requirements and scope of work without affecting the overall performance and/or quality of the work.

6.3.4 Compliance with Permit Requirements

As mentioned above, Rebuilders' understanding of how to take a residential project from raw land to use and occupancy permits is undeniable and its track record in home-building is unquestionable. The Rebuilders' team has extensive knowledge in navigating the permitting

process in Puerto Rico, both at a central (OGPe) level, as well as on a municipal level. Rebuilders' experience in navigating these compartmentalized and often contradictory processes in different forums, will allow the team to predict what different agencies, municipalities or utility companies will require before those entities react or request such documentation. Depending on the agency or municipality, some aspects of this process may be subcontracted to particular professionals whom are more adept at handling the requirements of particular agencies or municipalities. Furthermore, Rebuilders' Lead Permit Manager, Arch. José Evencio, has material hands-on experience in the management of permit requests, and follow up submittals. Additionally, the design team will be working hand-in-hand with the Lead Permit Manager to ensure that any modifications to the design, plans and specifications for a particular project which are requested by an agency or municipality are implemented quickly and submitted to the particular entity.

Rebuilders acknowledges that the permit process in Puerto Rico is complex, slow and often inconsistent across forums. Each of the members of Rebuilders recognizes that the permitting process may be one of the biggest hurdles that will need to be overcome for the success of the R3 Program. As such, Rebuilders is prepared to deploy the most experienced and sophisticated members of its team to the management of this process, as well as to the development and implementation of a standardized set of submittal documents that will endeavor to make the process as uniform and consistent across platforms and forums as possible. With the understanding that each municipality and agency has its individual set of rules and guidelines, Rebuilders will make every attempt possible to make the permitting submittals uniform across platforms, including, without limitation, incorporating rules and guidelines from the strictest or more painstaking forums and jurisdictions, and implementing those same guidelines across the board. By using the guidelines from the most thorough and detailed municipalities or agencies, Rebuilders will be providing more documents or information than may be required in particular forums, avoiding having their permits declined because a particular document or sheet was not included in the submittal.

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Furthermore, until such time as Rebuilders can reasonably determine that the permitting process will flow properly and adequately, Rebuilders will deploy a significant amount of talent and resources to its permitting efforts. Once Rebuilders is able to determine that the permitting process will not become a bottleneck that will affect its performance under the R3 Program, only then will Rebuilders consider redeploying resources or assigning talent to other aspects of the R3 Program.

Rebuilders' Lead Permitting Manager (the "LPM") will not be assigned a specific project/case for permitting but in turn will oversee supervising and managing all the permitting processes required for all assigned projects. A series of log books/lists will be developed to document all the information required to submit permits and to provide adequate follow up. The first log/list will consist of a list of all the assigned projects with a series of columns assigning milestones to those projects. This mechanism will safeguard the macro-management of projects and provide for a better return and delivery of projects under the large volume of work expected. Each project will be assigned to one of various team members design/architects which in turn will be supervised and managed by the LPM. Staff meetings every 2 business days between the LPM and the designers/architects will be established to follow up on the permitting process and address any circumstances that require handling at the most efficient manner. The designers/architects will oversee obtaining and gathering all the required information from all parties involved with the supervision and assistance of the LPM. The second log/list will be prepared for the designers/architects assigned to each project where a complete description and list of required permits per project will be listed and accounted for, providing the micro-management of each project independently from the rest. The LPM will be constantly communicating with the Project Managers as well as our designers/architects acting as the main bridge and liaison establishing the necessary bond between the entities to guarantee the key element to permitting success,

communication. Finally, our team will also be joined by either one or more Authorized Professional(s) or "Profesional Autorizado" (PA), who specialize in the construction permitting business. The PA, by collaboration in the process of requesting and obtaining the necessary approvals, should have a very positive impact for our teams' timely delivery of each assigned project.

The permitting process will include, but will not be limited to the following items that are the local industry standard for this type of projects:

- Demolition permits
- Asbestos/Lead removal Permit
- "Exclusion Categórica" – Environmental Recommendation Exclusion
- Construction Permit
- Certification of Use Permit

With the team members combined vast experience in the construction industry, especially in this type of residential projects, Rebuilders is more than certain that it understands the local permitting process and will be able to tackle all the circumstances that may arise. This should result in an on-time project delivery for the programs outcome benefit and success.

6.3.5 Health and Safety

The Rebuilders team is committed to providing the best health and safety protections to our employees, visitors and contractors. The management of Rebuilders stands behind the role of Lead Safety Manger and the implementation of the Occupational Health and Safety Program, for the successful achievement of our policy and our goals, and the benefit of all our employees and the program of PRDOH. Health and safety goals are the parameters that will serve to evaluate the implementation of our commitment to the protection of the health and safety of all employees at all levels.

For that reason, Rebuilders has employed Eng. Manuel Rosas, a qualified professional with significant experience as a health and safety officer, to lead the design and implementation of Rebuilders' health and safety program.

Rebuilder' Lead Safety Manager responsibilities will include, but not be limited to:

- Establishing proactive health and safety programs for the prevention of damage and accidents.
- Developing and communicating health and safety goals of the company to its employees and subcontractors.
- Developing responsibilities at each level and establishing metrics for their performance.
- Frequent meetings with the construction manager to follow up on the implementation of the goals and outstanding situations in the area of health and safety.
- Evaluating the structure and performance in the area of health and safety annually.

Rebuilders' Lead Safety Officer (the "LSO"), leveraging on his experience and know-how, will manage the security program for all areas of the company. The LSO and his team will also be in charge of physical inspections and reviews to ensure that work conditions comply with program guidelines and overall OSHA requirements. Security meetings will be celebrated once per week to remind employees and sub-contractors of Rebuilders' health and safety guidelines, as well as overall program requirements.

Furthermore, periodic reviews of supervisors and sub-contractors practices shall be performed, with deficient sub-contractors being warned for one failure to comply with safety guidelines, and being removed altogether from the R3 Program for multiple violations. Furthermore, the LSO shall ensure that Rebuilder's supervisors enforce safety rules and policies, and that information published by OSHA from time to time regarding employee's rights is placed in visible places for Rebuilder's or the sub-contractors' employees.

In the event that there are violations to health and safety guidelines which are the result of willful misconduct or negligence of Rebuilders' employees, the LSO shall ensure that fair and appropriate disciplinary action is taken against those employees that violate the company's rules, norms or security policies. Said actions include the potential remedies to be taken against those employees who puts his or her health or life, or the health or life of his/her co-workers, in danger.

The LSO will require that he or his team members perform physical inspections of equipment that will be utilized in Rebuilders' projects in order to ensure that said equipment is in compliance with OSHA requirements, prior to said equipment being deployed in the projects. Such inspections shall include the inspection and certification of cranes, compressors, fire extinguishers, lifts, among others. Any deficient equipment shall be set aside or replaced until such time as the LSO deems any deficiencies have been addressed or repaired by the relevant entity or individual.

Furthermore, the LSO shall coordinate with the Lead Construction Manager, once the initial meetings are held and the project is ready to commence, so that areas, plans, specifications and work schedules all comply with the safety and health guidelines designed and implemented by the LSO. Prior to commencement or re-commencement of a project, the LSO shall also coordinate with the Lead Construction Manager in the distribution of safety and protective equipment for employees, as well as ensuring that sub-contractors also comply and distribute safety and protective equipment to their employees.

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The LSO shall also perform periodic reviews of the initial program and shall make those changes which are deemed necessary to improve the program.

Further items that the LSO shall coordinate and implement in conjunction with the rest of the team and the sub-contractors includes, but is not limited to:

- Conducting inspections and risk assessment programs.
- Evaluating new procedures, chemicals and equipment prior to purchase for use by Rebuilders.
- Implementing programs for the identification, evaluation and control of physical and chemical hazards.
- Investigating accidents, preparing reports and action plans for monitoring and correcting findings.
- Performing area risk assessments and tasking security analysis.
- Reporting to the management all health and safety issues of all areas and offices.
- Meet frequently with management to report goals execution and follow up on health and safety issues.
- Executing the health and safety training of all the employees of the company.
- Ensuring that employees know the dangers involved in assigned jobs and the means of protection.

Moreover, all employees are expected to strictly abide by the safety rules established by Rebuilders and OSHA from time to time.

6.3.6 Quality Control

The Senior Project Manager and the Lead Quality Control Manager shall be responsible for overseeing the overall implementation of the Quality Control Program, as well as maintaining and performance control guidelines for the design, demolition, abatement and construction works. These two individuals will also be responsible for structuring, coordinating and implementing all project design procedures, methods, testing requirements, inspections and reporting matters directly with the R3 Program Manager. The Lead Quality Control Manager will have the authority to intervene directly with the Design and Construction Management team, employees and sub-contractors to stop unsatisfactory work, control cost overruns and coordinating any required repairs, re-construction or installation of non-conforming items.

Rebuilders' Lead Quality Control Manager shall have the following non-exhaustive list of duties:

- Preparation, approval and implementation of the Quality Control Plan;
- Coordination and revision of the design with the Project Manager and Construction Manger.
- Verification that materials received from materialmen, suppliers and subcontractors comply with the approved plans and specifications;
- Development of means and methods to store and protect materials;
- Maintain documentation related to the inspection, quality and conditions of materials;
- Maintain documentation for administrative approvals;
- Ensure that all materials and construction work comply with applicable building codes;
- Carrying out and participating in weekly progress and quality control meetings; and
- Maintain documentation related to the inspection of work performed by subcontractors.

Furthermore, during the construction, repair or re-construction of any unit or project, a quality assurance and control plan will be defined prior to commencement of the work. The Lead Quality Control Manager, the Senior Project Manager and their respective teams will be responsible for the implementation and maintenance of such plan. As part of each plan, Rebuilders proposes establishing a three-phase inspection program consisting of (i) a Preparatory Meeting, (ii) an Initial Inspection, and (iii) Follow-up Inspections, as follows:

A. Preparatory Meetings

Preparatory Meetings will be held prior to the beginning of any major Definable Feature of Work. A meeting will be held for each construction crew performing such feature or when members of a designated construction crew change for any reason. If a sub-contractor will be in charge of any work, then such sub-contractor or its designated employees shall be present at such meetings. Preparatory Meetings will be presided by the Senior Project Manager, the Lead Quality Control Manager and/or their respective designees after a complete review of all applicable plans, specifications, shop drawings, schedules, budgets and related submittals. A Preparatory Phase Meeting Checklist will be completed for each Definable Feature of Work and distributed at the meetings. At the Preparatory Meeting, the Superintendent and Foreman (involved in this phase of construction) will coordinate with Quality Assurance, Quality Control and Safety personnel and introduce their plan for accomplishing the work within the established budget and schedules. The R3 Program Manager shall be notified at least 48 hours in advance of the Preparatory Meeting. The following items will be discussed at each meeting:

1. Review of applicable specifications.
2. Review of applicable plans and shop drawings.

3. Review of related submittals and a check that all related submittals, shop drawings and materials have been tested (if applicable), submitted and approved.
4. Review of the detailed sequence and schedule of the execution of the work.
5. Discuss project budget.
6. Discuss required testing and frequency.
7. Review provisions to ensure controlled inspection and testing.
8. Examination of the work area to ensure that all required preliminary work has been completed and is in compliance with the plans and/or specifications.
9. Examination of the related materials, review of the inspection reports and verification that the items received are in compliance with the contract and are properly stored.
10. Review of the Site Safety Plan to ensure that all safety precautions are met, and the required safety equipment has been purchased and is available.
11. Review the document and the workmanship expected for the Definable Feature of Work.
12. Meeting Minutes are recorded and kept them until the project is finished.

B. Initial Inspections

Initial Inspections will be performed at the beginning of any Definable Feature of Work and must be repeated at any time new workmen, sub-contractors or new crews are assigned to the work or if the required standard of work is not being met. An Initial Inspection Checklist will be completed for each Definable Feature of Work and distributed at the initial inspection. The same personnel who attended the Preparatory Meeting will also attend the Initial Inspection. These include the Superintendent and Foreman, Safety Personnel and the Quality Control Staff. The following will be accomplished during these meetings:

1. Review the minutes of the Preparatory Meeting and verify that the work complies with the design documents (i.e. submittals, specifications and/or shop drawings);
2. Resolve all issues, outstanding items and differing opinions between the Rebuilders' team, the Applicant and/or the R3 Program Manager;
3. Coordinate construction schedule;
4. Ensure that all parties involved are aware of the budget limitations;
5. Verify adequacy of inspections and testing;
6. Establish a level of workmanship and verify that it meets the requirements;
7. Provide documentation of the previous inspection of the work area;
8. Re-examine the work area for compliance;
9. Meeting Minutes will be recorded and kept until the completion of the project and delivery of the work.

C. Follow-Up Inspections

Follow-Up Inspections will be performed weekly to ensure that the controls established during the preparatory meetings and initial inspections continue to provide a finished product that conforms to contractual requirements, plans and specifications and building codes, as well as with the pre-established schedules and budgets. The following approach is the one that Rebuilders proposes establishing:

1. Daily construction activities will be inspected by the Quality Control team in accordance with Rebuilders' Quality Control Procedures, and a CQCR will be completed.
2. Installation and testing activities which do not comply with the requirements will be documented on a Non-Conformance Report which will be completed detailing those aspects of the work which need to be revisited, re-built or repaired.
3. For all those items where modifications, repairs and/or replacement of materials for work

already performed is required subsequent to Final Inspection, the same will be detailed in an inspection report and the relevant construction crew or subcontractor will be notified of the need to perform additional remedial work, replace materials and/or parts installed. Once that work is performed, a re-inspection and re-testing will be required to verify acceptability. Inspection and testing documents will be submitted to the R3 Program Manager or the Applicant, as the case may be, and will be filed and maintained in accordance with Rebuilders' Qualify Control Testing and Verifications (as detailed below).

4. The follow-up inspections will also assist the Senior Project Manager in determining whether additional resources must be deployed to a particular project in order to meet deadlines or if resources must be redeployed to other projects to avoid cost-overruns.

To ensure the quality of Rebuilders' and its subcontractors' work comply with the R3 Program expectations, Rebuilders will ensure that necessary testing procedures are available to evaluate the work has been performed in satisfactory manner. The following procedure establishes the methods to be used when evaluating the design, demolition and construction work performed by Rebuilders and its sub-contractors. Reports of these tests and inspections will be submitted to the R3 Program Manager upon request and will be filed and logged by Rebuilders with the project documentation.

A. Procedures

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1. The Lead Quality Control Manager shall review the inspection and testing requirements to ensure that the planned tests and inspections are in accordance with the design documents (i.e. plans, specifications, shop drawings and/or other documents provided by the design team or the R3 Program Manager).
2. When testing is required for materials or equipment, the instruments used for testing shall be calibrated in accordance with established calibration procedures used in the industry. If necessary, specialists experienced in such work shall be in charge of performing the calibration.
3. Technicians performing tests will provide copies of all calibration certificates, their respective field notes and reports to the Lead Quality Control Manager.
4. A superintendent or other assigned personnel will be required to witnesses all required tests detailed in the design documents (i.e. plans, specifications, shop drawings, etc.).
5. Test reports, when completed, will be attached to the Quality Control Report and submitted to Rebuilders and/or the R3 Program Manager, as the case may be.

B. Reporting and Distribution of Reports

Rebuilders will establish a system for the control of documentation and records which provide objective evidence of the quality of items and activities performed in accordance with the R3 Program requirements. The Lead Quality Control Manager shall be responsible for the control, review, verifications and maintenance of the documentation delineated in the plans and specifications.

1. After reviewing reports (including subcontractor reports) the Lead Quality Control Manager shall submit the documentation to Rebuilders Senior Project Manager or the R3 Program Manager, as the case may be.
2. All inspections and testing are summarized and recorded in a Quality Control Report (the "CQCR"). A copy of the CQCR will be sent to the R3 Project Manager and to Rebuilders Senior Project Manager. "Original" reports shall be retained by the Lead Quality Control

Manager. Field notes, inspection forms and test reports shall be filed and shall be available for review by the R3 Program Manager, if necessary.

3. The CQCR shall include the following:
    a. Rebuilders' and sub-contractors' areas of responsibility.
    b. Working, idle and downtime hours for equipment.
    c. Work accomplished each day, indicating the location, activity and by whom.
    d. Laboratory test reports, including the test results (passing or failing), location of tests and specification references.
    e. Deficiencies and corrective actions.
    f. Material received onsite.
    g. Safety violations and corrective action implemented.
    h. Conflicts encountered in the plans and/or specifications.

C. Record Storage and Retention

1. All records will be stored by Rebuilders in areas that protect them from damage, deterioration and/or loss at Rebuilders' main office during the construction period. Records shall be accessible at designated times and place to the R3 Program Manager.
2. All of the R3 Program records will be stored for such period of time, and is such manner, as may be set forth in the R3 Program contracts. Records designated for storage, be it from Rebuilders or any of its sub-contractors, will not to be destroyed or otherwise disposed except as may be set forth and in compliance with the R3 Program contracts.

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D. Submittals

All submittals shall be reviewed, certified and managed by the Lead Quality Control Manager. Copies of any applicable manufacturer's data (material, equipment, etc.), including catalogue cut-sheets showing dimensions, performance characteristics, capacities, wiring diagrams, schedules, warranties, operation and maintenance manuals and any other relevant information shall be reviewed by the Lead Quality Control Manager.

Prior to submittal, all items shall be checked and approved by the Lead Quality Control Manager. If found to be in strict conformance with the contract requirements, each item shall be stamped, signed and dated by the Lead Quality Control Manager.

6.3.7 Ensuring Compliance with Program Cost Caps and Schedules of Performance.

The Senior Project Manager and the Lead Construction Manager shall be responsible for overseeing the overall implementation of the work, as well as ensuring that design, demolition, abatement, repair, and construction works are provided within established R3 Program cost caps and within the schedules for performance.

In order to ensure compliance with the R3 Program Cost Caps and schedules, the Rebuilders team will use its more than 25 years of experience in the design, development and construction of complex projects to achieve cost caps limits and goals for the benefit of the R3 Program.

Rebuilders has selected and brought on board an excellent group of design consultants, sub-contractors and staff that will be in charge of the management, operations and performance of the R3 Program and its required goals and standards. The Rebuilders team is accustomed to working with tight schedules and lender-imposed budgets, as its members are some of the premier residential housing developers on the island, and the consultants, sub-contractors and staff are the same parties that participate in the development and construction of those projects. Using

the know-how and experience of this excellent group of professionals in the management of schedules and budgets, led by the Senior Project Manager, the Lead Design Manager and the Construction Manager, Rebuilders is confident that it will be able to comply with the cost parameters and the tight schedules that this complex program entails.

Furthermore, it is no secret that the cost of materials and their delivery is one of the biggest challenges that the construction industry in Puerto Rico will face when the R3 Program is officially launched. Having one of the major construction material suppliers, Portales de Madeco ("Madeco"), as one of Rebuilders' members, gives Rebuilders the competitive advantage of having a guaranteed supply of materials at the best possible prices. The inventory, organization, and logistics provided by Madeco is another benefit that Rebuilders will leverage to guarantee the compliance with the R3 Program cost limits.

For cost control of actual projects, Rebuilders will have in place a construction plan and the associated cash flow estimate to provide the baseline reference for subsequent project monitoring and control. This will apply for design, demolition, abatement, repair and construction. For schedules, progress on individual activities and the achievement of milestone completions will be compared against the original project schedule to monitor the progress of activities. Contract and job specifications will provide the criteria by which to assess and assure the required quality of construction. The final detailed cost estimate will also provide a baseline for the assessment of financial performance during the project. To the extent that costs are within the detailed cost estimate, then the project will be determined to be within the budget. Overruns in particular cost categories will signal the possibility of problems and will give an indication of exactly what problems are being encountered within a particular project. Rebuilders will implement an expense-oriented construction planning to focus control in the categories included in the final cost estimates. This focus is particularly relevant for projects with few activities and considerable repetition such as the repairs that are part of the R3 Program.

For control and monitoring purposes, the original detailed cost estimates will be converted to a project budget, and the project budget will be subsequently use as a guideline for cost and performance management. Specific items in the detailed cost estimate will become job cost elements. Expenses incurred during a project will be recorded in specific job cost accounts to be compared with the original cost estimates in each category in order to monitor the project behavior. Thus, individual job cost accounts generally represent the basic unit for cost control. Also, job cost accounts may be divided into work elements which are related both to particular scheduled activities and to particular cost accounts.

In addition to cost controls, the Senior Project Manager and the Lead Construction Manager will give considerable attention to monitoring schedules. Each job will involve a deadline for the completion of the work based on R3 Program parameters, so contractual agreements for design, demolition, abatement, repairs and construction will force attention to schedules. In other words, Rebuilders will enforce the strict scheduling imposed by the R3 Program against its suppliers and sub-contractors, and the Lead Construction Manager will monitor the schedule of work completion on a day-to-day basis to ensure that guidelines are being met. Just as costs incurred are compared to budgeted costs, actual activity durations may be compared to expected durations. In this process, forecasting the time to complete particular activities will be required by Rebuilders.

6.3.8 Tracking Deficiencies, and Addressing Complaints and Warranty Issues

In order to properly address all deficiencies, complaints and warranty issues arising from work performed by Rebuilders or any its sub-contractors, Rebuilders proposes the following approach. Initially, the Lead Warranty Manager and its team shall be in charge of detecting non-conforming items. Non-conforming items are those conditions that deviate from the requirements detailed in the specifications, plans and/or shop drawings. As part of its role, the Lead Warranty Manager shall be responsible for the control and documentation of non-conforming items, as follows:

1. The Lead Warranty Manager will strive to prevent non-conforming items from being installed or utilized in any given project.
2. To the extent that minor non-conforming items are detected and corrected on the same day, the same will be documented, but may not be flagged for follow up.

3. All other non-conformances shall be documented in a Non-Conformance Report that will be prepared by the Lead Warranty Manager or its designee. The Non-Conformance Report will be sequentially numbered and dated and shall include the following information, as appropriate:

    a. Description of the non-conformance including relevant details of the occurrence.
    b. Identification of material, component or system by part number, plan, shop drawing and/or specification number and intended installation location.
    c. Source of material or item (name of supplier, owner or subcontractor).
    d. Current status or item in shop, warehouse, lay-down yard or structure.
    e. Individual and organization which detected the non-conformance.
    f. Recommendation for corrective action including sketches, test data and/or repair procedures necessary to substantiate the recommendation.
    g. Cause of the non-conformance and steps taken to prevent reoccurrence indicating action(s) taken, positions or titles of persons contacted, letters written and/or procedural changes proposed.

4. The Lead Warranty Manager shall sign and deliver the Non-Conformance Report to the Senior Project Manager.
5. Each Non-Conformance Report shall be recorded in the Non-Conformance Report Log by the Lead Warranty Manager.
6. The Lead Warranty Manager shall verify and inspect any corrective action taken after the work in question has been re-inspected and re-tested. Entries are made in the Non-Conformance Report log documenting the final resolution of any non-conformance.
7. Non-Conformance Reports, logs and documents shall be filed and maintained by Rebuilders and shall be available for inspection by the R3 Program Manager upon request.

A. Initial Punch List

A quality control report of punch list items (deficiencies) shall be maintained throughout the life of the project and shall demonstrate that the Quality Control and Warranty Manager Staff is correcting the deficiency(ies) in a timely manner. An initial punch list shall be developed as a result of initial inspections and then maintained throughout the life of the project. Each

punch list shall be consistently updated and submitted to the Senior Project Manager for corrective actions. The Lead Warranty Manager shall perform follow-up Inspections to ensure the deficiencies have been corrected before notifying the Applicant and/or the R3 Program Manager of an inspection.

B. Inspection

After the completion of the initial punch list inspection, the Lead Warranty Manager, the Applicant, and an R3 Program Manager Representative, when applicable, will conduct an inspection and develop a joint "Punch List" of noted deficiencies. The Punch List will be formally documented along with the estimated date by which the deficiencies will be corrected. The Lead Warranty Manager shall conduct follow-up inspections to ensure that all deficiencies have been corrected before requesting a final inspection by the Applicant and/or the R3 Program Manager.

C. Final Inspections

Upon completion of the items listed in the inspection "Punch List," the Lead Warranty Manager shall notify the Applicant and/or the Program Manager prior to the Final Inspection (or as agreed to) with the assurance that all items listed in the inspection and all other remaining work has been completed and will be acceptable by the date of the Final Inspection.

Attached is an illustration of Rebuilders' proposed work approach for ease of reference.

Rebuilders will provide the PRDOH its experience and knowledge on design, construction and contract administration to strengthen the R3 program by adhering to the following standardized process:

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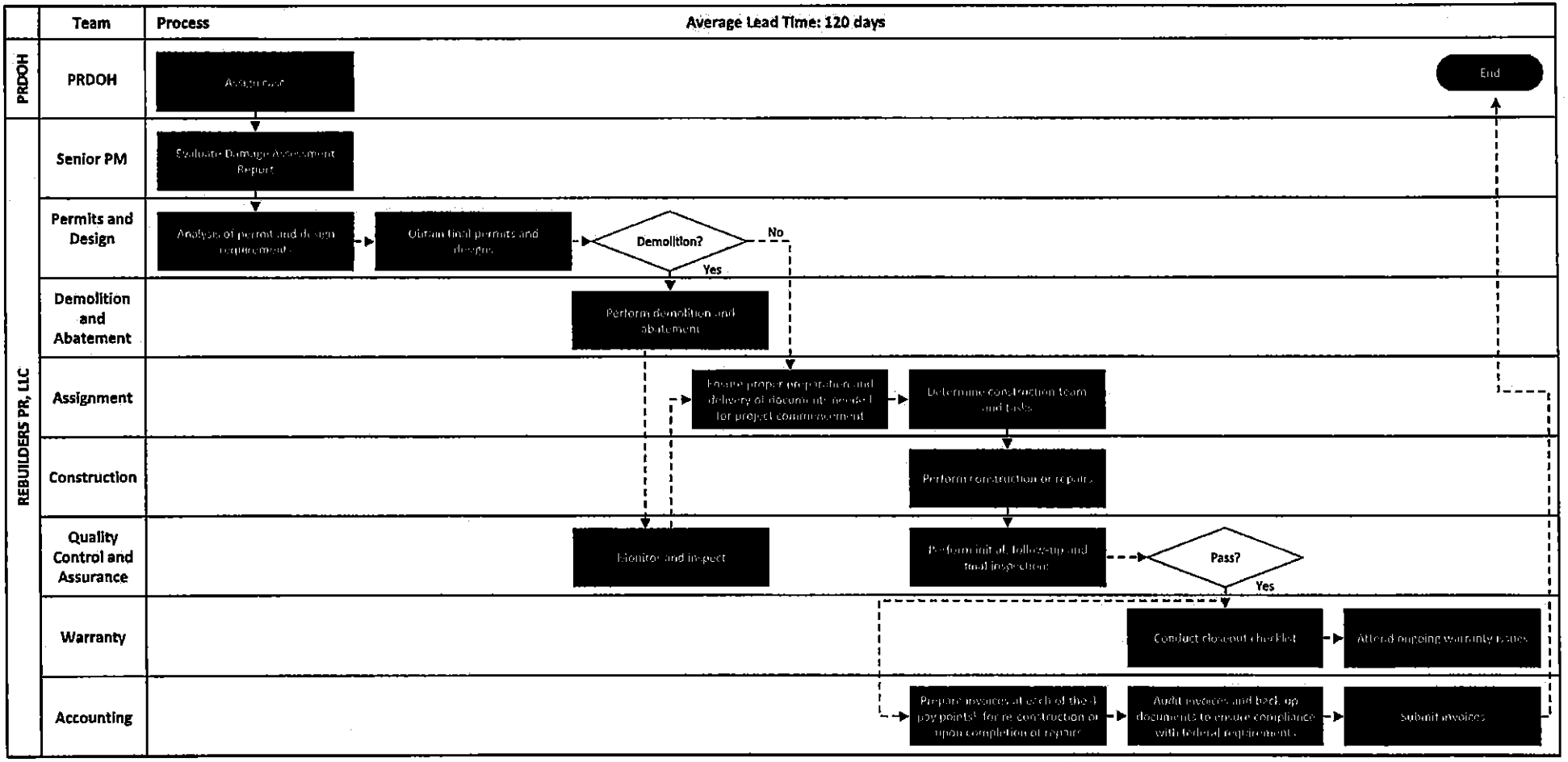

[1] Pay point 1 upon completion of the foundations, pay point 2 upon completion of the replacement home structure, pay point 3 upon completion of the replacement home finishes, and pay point 4 upon the final acceptance of the work.

Tab 7

REQUEST FOR PROPOSAL
FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

CDBG-DR-RFP-2018-09

PUERTO RICO DEPARTMENT OF HOUSING

DRAWING LIST:

T-1 TITLE SHEET
A-1 PROPOSED 1 LEVEL 3 BEDROOMS FLOOR PLAN
A-2 PROPOSED 1 LEVEL 3 BEDROOMS ELEVATIONS & SECTIONS
A-3 PROPOSED PERSPECTIVES 3D VIEWS

PROPOSED 1 LEVEL 3 BEDROOMS 3D VIEW (1000 S.F.)
+258 S.F. CARPORT

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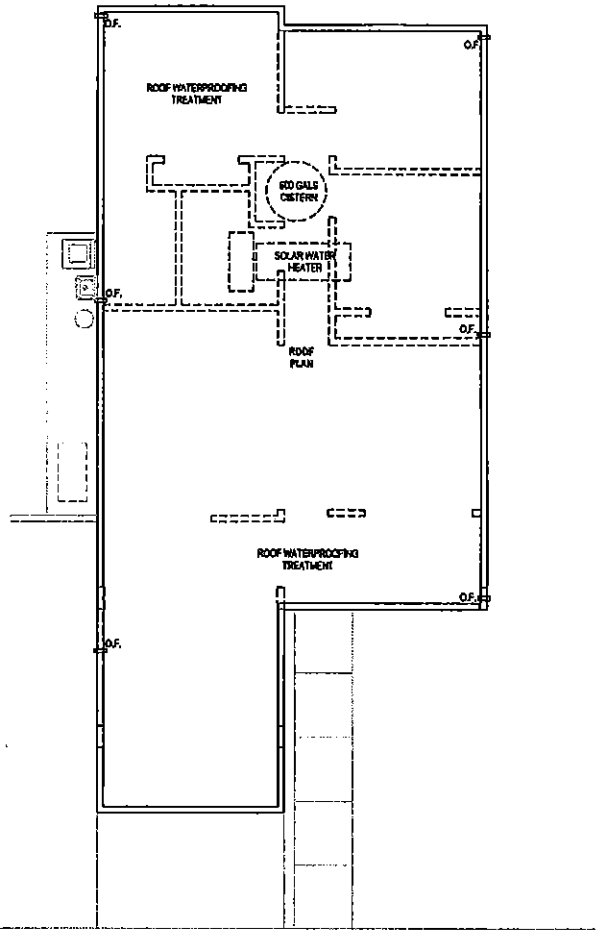
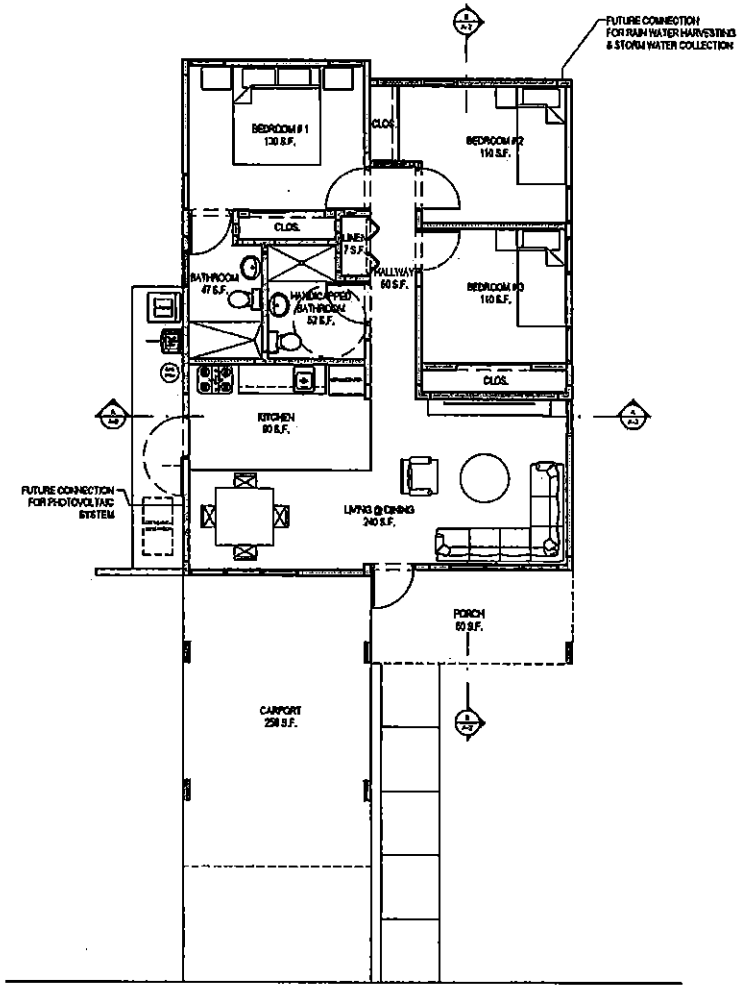
REBUILDERS PR, LLC



PROPOSED 3 BEDROOMS ROOF PLAN (1000 S.F.)
+258 S.F. CARPORT
SCALE: 1/8"=1'-0"

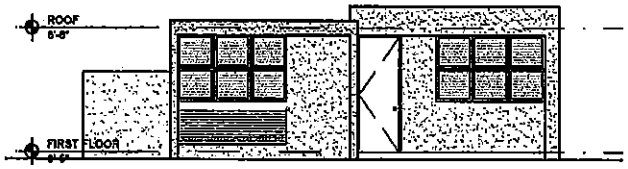


PROPOSED 3 BEDROOMS FLOOR PLAN (1000 S.F.)
+258 S.F. CARPORT
SCALE: 1/8"=1'-0"

PROPOSED 1 LEVEL 3 BEDROOMS FLOOR PLAN

A-1

PLOT DATE: Monday, December 17, 2018 4:51:17 PM FILE NAME: N:\DESIGN 2018\18-94 REBUILDERS PRO\WG\REBUILDERS PR (FLOOR PLANS).DWG



FRONT ELEVATION
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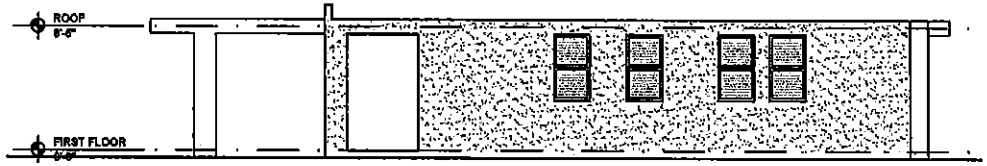

RIGHT ELEVATION
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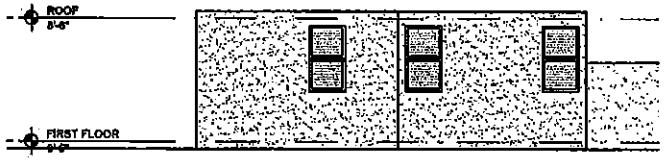

REAR ELEVATION
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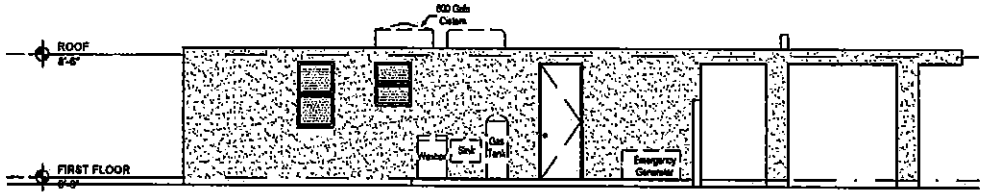

LEFT ELEVATION
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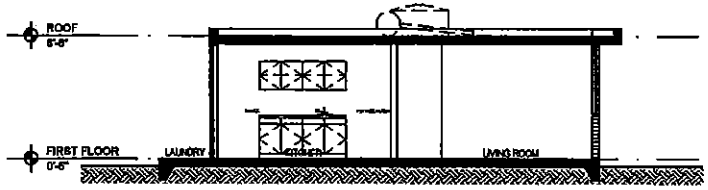

SECTION A A-2
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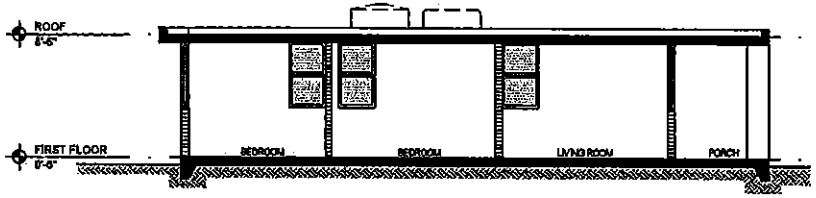

SECTION B A-2
SCALE: 1/8"=1'-0"

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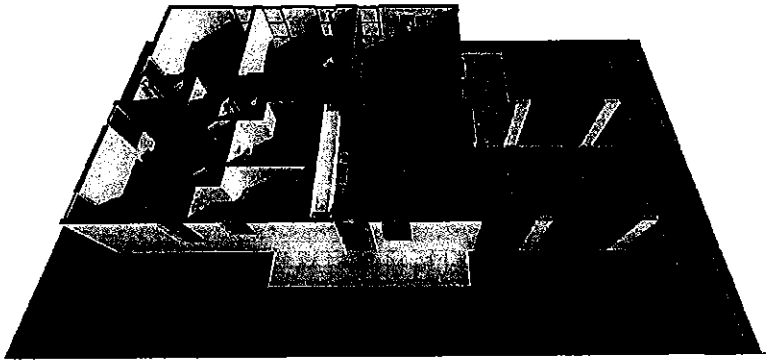
REBUILDERS PR, LLC

PROPOSED 1 LEVEL 3 BEDROOMS
ELEVATIONS & SECTIONS

A-2

FRONT 3D VIEW

INTERIOR 3D VIEW



PERSPECTIVE VIEW

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REBUILDERS PR, LLC

PROPOSED 3D VIEWS

A-3

ONE LEVEL 3BDR-2BTHS MODEL UNIT

In accordance with the Request for Proposal (RFP) for Home Repair, Reconstruction and Relocation program (R3) under CDBG-DR 2018-09, Rebuilders will provide homes dedicated to the families that were affected by mayor hurricanes Irma and Maria in 2017.

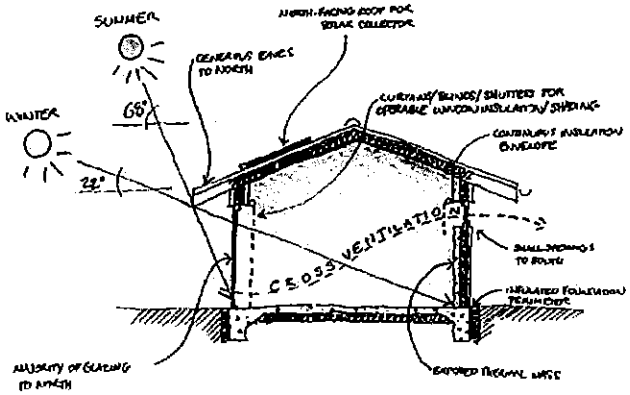
GENERAL DESIGN INTENT

Our proposed models will use standard construction methods such as concrete, cement blocks and flat roofs with a composite of reinforced concrete and foam to reach the R-value required by construction codes. Also, all windows selected for these models will comply with codes, energy efficiency and fire rating. To reduce environmental impact, energy & water consumption, and sustainability, design proposes equipment such as water conserving low flow toilets and faucets, energy star rated appliances and energy efficient lighting. Also, for emergency purposes, a 600-gallon cistern and an emergency power generator will be provided in each model along with a solar water heater.

In general, our team will provide its residents with resilient, green, eco-friendly homes which will endure the inclement weather of the Caribbean.

One of the biggest challenges in Puerto Rico is its diverse locations; cases may vary from rural areas near the coast of the island to remote locations in the heart of the mountains. Given the diversity and complexity of each site, the recollection of information will be taken case by case to ensure accurate details are provided for an efficient construction process.

Our primary approach will be passive design method practices through which comfortable interior environments will be created with the use of low energy & water efficiency. The use of modern technology principles of passive design such as, but not limited to: location, landscape, orientation, massing, shading, thermal mass and insulation will play impartant and exclusive roles in our praposed models as we describe below:



- **THERMAL & ENERGY EFFICIENCY**
  - ROOFING: An EPS foam with integrated concrete assembly will be incorporated in our roofing structure allowing the unit to take full advantage of the thermal insulation qualities foam provides allowing for lower construction costs while providing a highly efficient energy consumption. This ultimately will ensure a definite approach to the newly adopted 2018 IBC code requirements.

- OVERHANGS: Compact but rather efficient roof overhangs will be provided specially on top of windows and doors in order to provide a more effective shading coefficient factor as permitted in the Energy Efficiency 2018 IBC Code. Through this shading coefficient permitted factor a more economical cost approach will be reached with respect the window requirements as established in the most recent code adoption.

- WINDOWS: Careful design and studies will be performed in order to comply with the recent code adoption by either the provision of laminate or other materials that will guarantee a low e transmission.

- **VENTILATION**

  - WINDOWS: Windows will be strategically located in either adjacent walls or in opposite ends of each wall rather than in the same location to take advantage of cross ventilation in every room. This will ensure taking advantage of the constant trade winds typical of our Caribbean location and enhance the energy efficiency of our proposed housing units and therefore limiting the energy consumption of required air conditioning. As per section R401.2.1 and R303.1 from the IRC, habitable room windows will have a 14% of the room area as a minimum opening size for the ventilation requirement. All bathrooms will be provided with a glazing area of not less than 3 square feet of which one half shall be operable for ventilation purposes.

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- **LIGHTING/ILLUMINATION**

  - WINDOWS: As per section R303.1 from the RBD, all our models' habitable rooms windows will have an 8% of the room area as a minimum glazing size for light requirement compliance.
  - INTERIOR STAIRWAYS: Interior stairways will be provided with an artificial light source to illuminate the landings and treads as per section R303.6 of the IRC with a minimum of a 1 foot-candle at the center of treads and landings.

- **RESILIENCY UNDER EMERGENCY SITUATIONS**

  - EMERGENCY POWER GENERATOR BACK UP: The units will be equipped with emergency power generator in case of any power outage, ensuring owners power utility continuation.
  - WATER SUPPLY: Storm water collection and harvesting through cistern tanks with electrical pump system will provide the necessary storage in the event of any unforeseen natural disaster. This practice is known to reduce the excess of run off storm water created by the added impervious areas by the construction of new structures. In addition, a water tank cistern for potable water will be provided and connected to the emergency power generator to assure potable water supply during public service/city outage.
  - PHOTOVOLTAIC PANELS & SOLAR WATER HEATER: One of our main focuses will be the provision of solar water heater as well as photovoltaic infrastructure providing a more than desirable resiliency in the event of catastrophic disasters. Secondly, but not less important, it will ensure the reduction of utilities consumption, ultimately providing a much-needed reduction on utilities costs.

- **CODE COMPLIANCE**

The proposed design for single family homes will comply with required codes and regulations such as: International Building Code 2018 edition (I.B.C.), International Residential Code 2018 Edition (IRC), International Fire Code 2018 Edition, International Plumbing Code 2018 Edition, International Mechanical Code 2018 Edition, International Conservation Code 2018 Edition, Puerto Rico Code 2018, National Fire Protection Association (NFPA) and the American Concrete Institute to ensure durability, safety and efficiency. Also, but not limiting to, our proposed models will comply with A.D.A., F.H.A., U.F.A.S. (504) and A.N.S.I.

- **ENERGY EFFICIENCY CODE**

  - ROOF: The roof will be composed of a combination of a concrete slab and EPS foam material to comply with section R401.2.1.6 of the recently adopted IRC 2018 edition which requires a minimum of R-15 protection.
  - WINDOWS/FENESTRATIONS/GLAZING: Our proposed models' windows will comply with section R401.2.1.4 of the IRC 2018 edition by providing a solar heat gain coefficient of less than or equal to .40. in some cases, an overhang will be incorporated with a protection factor equal to or greater than 0.30 to be able to reduce the initial cost of the glazing assembly. This will enhance the interior environment by reducing heat gain therefore minimizing energy consumption costs and climate control.
  - SOLAR WATER HEATER: A solar water heater will be installed on all our models assuring a lower utilities power cost.

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- **WIND LOADS**

  - WINDOWS: Windows will be designed, manufactured and installed with an assembly compliant with the 185-m.p.h. wind resistance required by section 1609 of the I.B.C.
  - WALLS: The walls of our residential models will comply with the new adopted I.B.C. wind load factor as they will be built either out of reinforced concrete or CMU walls.

- **ACCESIBILITY AS PER A.D.A., U.F.A.S., F.H.A., A.N.S.I.**

  - BATHROOMS: Bathrooms will be provided with a 32-inch minimum width clearance opening and with the required maneuvering clearances within the provided equipment and accessories.
  - DOORS: Provided doors in all unit models will have a minimum clear width of 32"as per section R311.2 of the IRC.
  - HALLWAYS: Hallways will have a minimum of 36 inches wide clearance as per section R311.6 of the IRC.

- **LIFE SAFETY, MEANS OF EGRESS AND EMERGENCY EXIT**

  - WINDOWS: As per section R303.1 of the IRC all rooms will have a window operable to provide a minimum opening of 5.7 square feet (4 percent of the floor area), located at a maximum height of 24" above finished floor and with a minimum of 20" in width.
  - BEDROOMS: All bedrooms will be equipped with smoke detectors as required by section R314 of the IRC and the NFPA 72 and listed in accordance with UL 2034.

- HALLWAY: Hallways will be equipped with a smoke detector as well as with the required carbon monoxide detector.

- **MINIMUM ROOM AREAS AND HEIGHTS**

  - HABITABLE ROOMS: All habitable rooms will have an area of not less than 70 square feet and a minimum dimension of 7' in any horizontal dimension as per sections R304.1 and R304.2. As per required by section R305.1 of the IRC all habitable spaces will have a ceiling height of not less than 7 feet.
  - BATHROOMS: All bathrooms will have a minimum ceiling height of 6'-8" as per section R305.1 of the IRC.
  - SHOWER STALLS: All shower walls will be finished with a nonabsorbent surface to a height of no less than 6 feet above the floor as per section R307.2 of the IRC.
  - WINDOWS: All emergency windows required at every sleeping room as per section R310.0 of the IRC will have a window sill height of not more than 44 inches above the floor.

CAN

PROPOSED 1 LEVEL 3 BEDROOMS-2 BATHROOMS UNIT DESCRIPTION

Our proposed model unit has 1,000 square feet with 258 square feet covered roof single car port and 60 square feet covered entry porch. It is composed of the following spaces with its areas and main dimensions:

SPACE	AREA (SQ.FT.)	SPACES INCLUDED	REMARKS
LIVING & DINING	240	LIVING AND DINING	
KITCHEN	90	OPEN TO THE LIVING DINING	
BEDROOM #1	130	CLOSET	BATHROOM
BATHROOM	47		NOT ACCESSIBLE
BEDROOM #2	110	CLOSET	
BEDROOM #3	110	CLOSET	
ACCESSIBLE BATHROOM	52		HANDICAPPED ACCESSIBLE
LAUNDRY			WASHER
HALLWAY	50		
LINEN	7		
COVERED CARPORT	258		
ENTRANCE COVERED PORCH	60		

The house model our team developed was carefully analyzed by our architectural, engineering and builders in order to maximize and provide the most efficient construction for a single unit by constantly applying a value engineering as a cross reference for checks and balances during the design process. This can be perceived by the integration of public spaces as we integrated the living dining and kitchen as an open plan concept. This provides an open alternative for futures owners to locate their furniture with freedom and without compromise. Another feature of our efficient distribution is the compact size of our hallway connecting the public areas to the private sleeping quarters. The main bedroom has been provided with its own bathroom for convenient privacy of the household principal and the secondary bathroom, being the public one, will be treated as the fully accessible one in compliance with all codes

and standards. A linen closet strategically located in the hallway ensures providing enough capacity for stowing all the necessary toiletry, bedcovers and any other items.

Using reinforced concrete as the main super structure and cell filled concrete blocks as secondary members along with the combination of concrete roof slab with a foam assembly to reduce heat transfer accentuates the uniqueness of our proposed concept. The proposed construction methods are the ones typical to our local region, making it the most efficient because of the experience and readiness of labor and materials to be applied and obtained, all the while providing the required measures to ensure an energy efficient as well as resilient structure for many years and generations to come.

CAR

Tab 8

REQUEST FOR PROPOSAL
FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

CDBG-DR-RFP-2018-09

PUERTO RICO DEPARTMENT OF HOUSING

DRAWING LIST:

T-1 TITLE SHEET
A-1 PROPOSED 2 LEVEL 3 BEDROOMS FLOOR PLAN
A-2 PROPOSED 2 LEVEL 3 BEDROOMS ELEVATIONS & SECTIONS
A-3 PROPOSED PERSPECTIVES 3D VIEWS

PROPOSED 2 LEVELS 3 BEDROOMS 3D VIEW (1195 S.F.)
+ CARPORT (258 S.F.)

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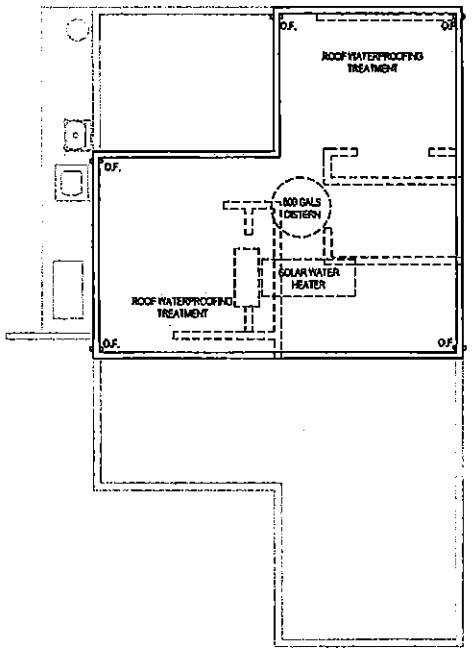
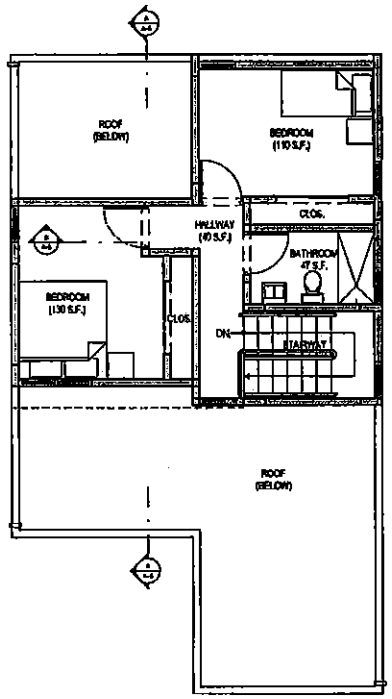
jpto – arkitekts, psc

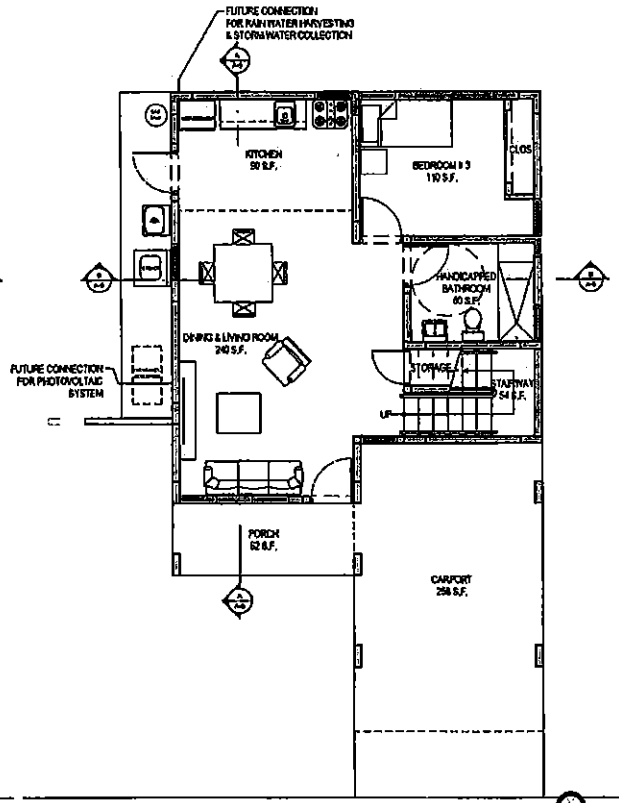
REBUILDERS PR, LLC



PROPOSED 2 STORIES 3 BEDROOMS
ROOF PLAN (458 S.F.)
SCALE: 1/8"=1'=0"



PROPOSED 2 STORIES 3 BEDROOMS
LOWER LEVEL (458 S.F.)
SCALE: 1/8"=1'=0"



PROPOSED 2 STORIES 3 BEDROOMS
LOWER LEVEL (737 S.F.)
+ CARPORT (258 S.F.)
SCALE: 1/8"=1'=0"

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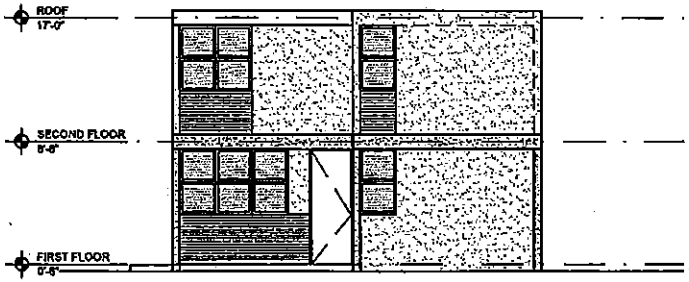
REBUILDERS PR, LLC

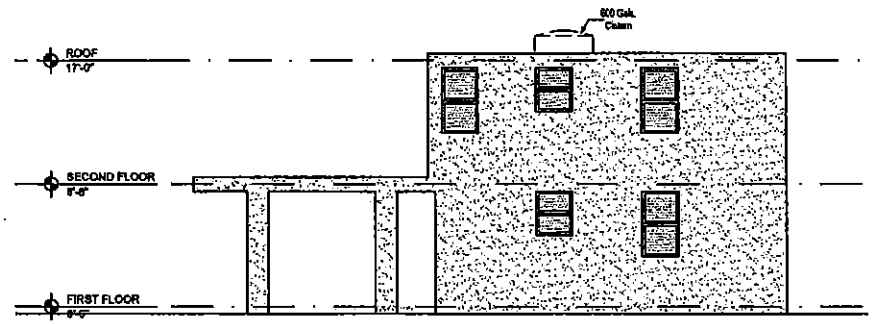
PROPOSED 2 LEVEL 3 BEDROOMS
FLOOR PLANS

A-1

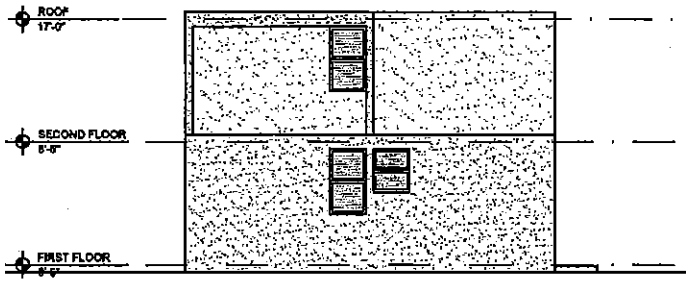
PLOT DATE: Monday, December 17, 2018 5:23:40 PM FILE NAME: N:\DESIGN 2018\18-94 REBUILDERS PR\DWG\REBUILDERS PR (FLOOR PLANS).DWG



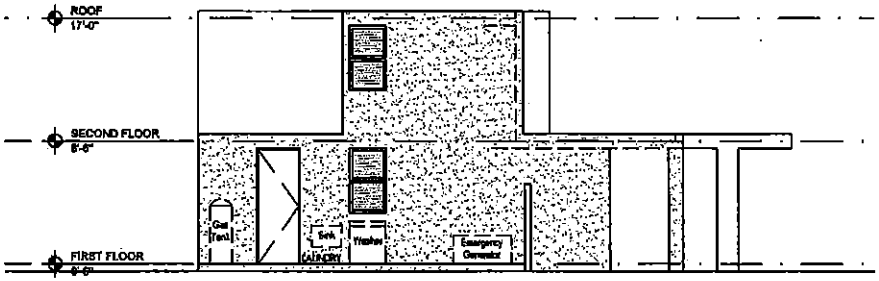
FRONT ELEVATION
SCALE: 1/8"=1'-0"



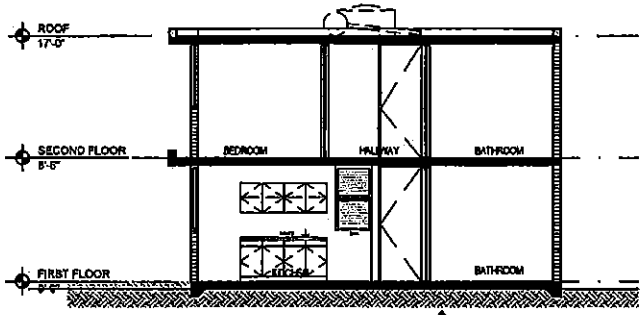
RIGHT ELEVATION
SCALE: 1/8"=1'-0"



REAR ELEVATION
SCALE: 1/8"=1'-0"



LEFT ELEVATION
SCALE: 1/8"=1'-0"



SECTION A A-5
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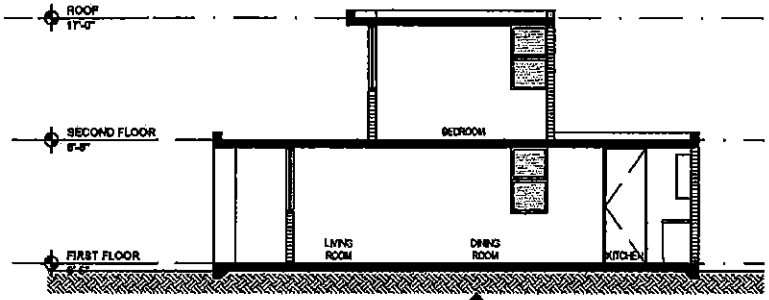
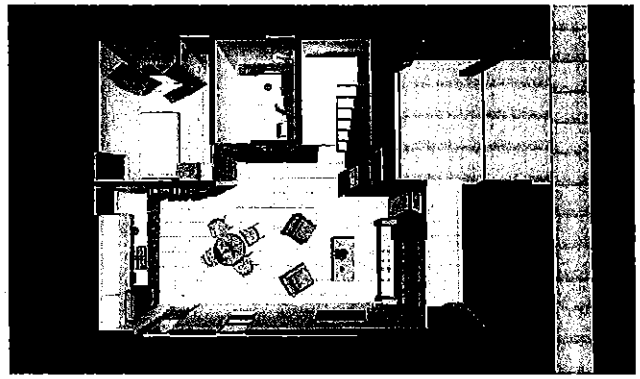


SECTION B A-5
SCALE: 1/8"=1'-0"

PROPOSED 2 LEVELS 3 BEDROOMS
ELEVATIONS & SECTIONS

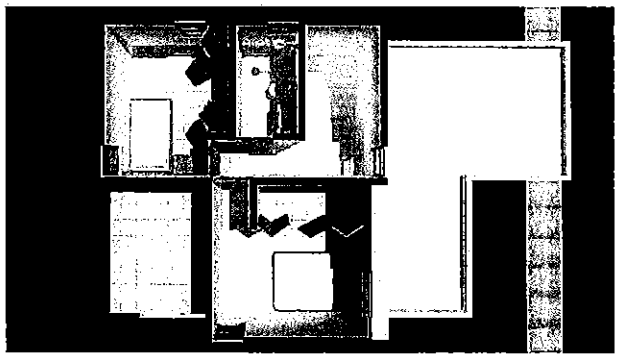
A-2

FRONT 3D VIEW



PERSPECTIVE VIEW / FIRST FLOOR

INTERIOR 3D VIEW



PERSPECTIVE VIEW / SECOND FLOOR

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REBUILDERS PR, LLC

PROPOSED 3D VIEWS

A-3

TWO LEVEL 3BDR-2BTHS MODEL UNIT

In accordance with the Request for Proposal (RFP) for Home Repair, Reconstruction and Relocation program (R3) under CDBG-DR 2018-09, Rebuilders will provide homes dedicated to the families that were affected by mayor hurricanes Irma and Maria in 2017.

GENERAL DESIGN INTENT

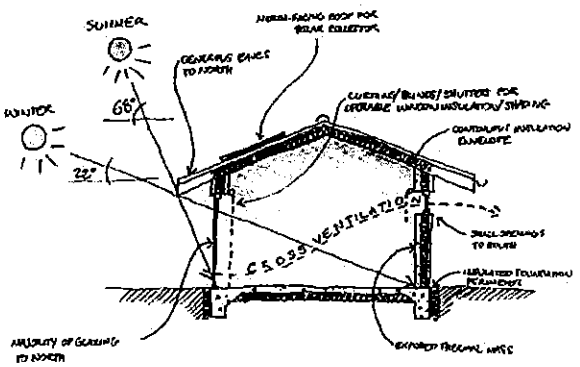
Our proposed models will use standard construction methods such as concrete, cement blocks and flat roofs with a composite of reinforced concrete and foam to reach the R-value required by construction codes. Also, all windows selected for these models will comply with codes, energy efficiency and fire rating. To reduce environmental impact, energy & water consumption, and sustainability, Rebuilders' design proposes equipment such as water conserving low flow toilets and faucets, energy star rated appliances and energy efficient lighting. Also, for emergency purposes, a 600-gallon cistem and an emergency power generator will be provided in each model along with a solar water heater.

In general, our team will provide its residents with resilient, green, eco-friendly homes which will endure the inclement weather of the Caribbean.

One of the biggest challenges in Puerto Rico is its diverse locations; cases may vary from rural areas near the coast of the island to remote locations in the heart of the mountains. Given the diversity and complexity of each site, the recollection of information will be taken case by case to ensure accurate details are provided for an efficient construction process.

CAN

Our primary approach will be passive design method practices through which comfortable interior environments will be created with the use of low energy & water efficiency. The use of modern technology principles of passive design such as, but not limited to: location, landscape, orientation, massing, shading, thermal mass and insulation will play important and exclusive roles in our proposed models as we describe below:



- **THERMAL & ENERGY EFFICIENCY**
  - ROOFING: An EPS foam with integrated concrete assembly will be incorporated in our roofing structure allowing the unit to take full advantage of the thermal insulation qualities foam provides, as well as allowing for lower construction costs while providing a highly efficient energy consumption. This ultimately will ensure a definite approach to the newly adopted 2018 IBC code requirements.
  - OVERHANGS: Compact but rather efficient roof overhangs will be provided specially on top of windows and doors in order to provide a more effective

shading coefficient factor as permitted in the Energy Efficiency 2018 IBC Code. Through this shading coefficient permitted factor a more economical cost approach will be reached with respect the window requirements as established in the most recent code adoption.

- WINDOWS: Careful design and studies will be performed in order to comply with the recent code adoption by either the provision of laminate or other materials that will guarantee a low e transmission.

- **VENTILATION**

  - WINDOWS: Windows will be strategically located in either adjacent walls or in opposite ends of each wall rather than in the same location to take advantage of cross ventilation in every room. This will ensure the units take advantage of the constant trade winds typical of our Caribbean location and enhance the energy efficiency of our proposed housing units and therefore limiting the energy consumption of required air conditioning. As per section R401.2.1 and R303.1 of the IRC, habitable room windows will have a 14% of the room area as a minimum opening size for the ventilation requirement. All bathrooms will be provided with a glazing area of not less than 3 square feet of which one half shall be operable for ventilation purposes.

- **LIGHTING/ILLUMINATION**

  - WINDOWS: As per section R303.1 from the RBD, all our models' habitable rooms windows will have an 8% of the room area as a minimum glazing size for light requirement compliance.

  - INTERIOR STAIRWAYS: Interior stairways will be provided with an artificial light source to illuminate the landings and treads as per section R303.6 of the IRC with a minimum of a 1 foot-candle at the center of treads and landings.

- **RESILIENCY UNDER EMERGENCY SITUATIONS**

  - EMERGENCY POWER GENERATOR BACK UP: The units will be equipped with emergency power generator in case of any power outage, ensuring owners power utility continuation.

  - WATER SUPPLY: Storm water collection and harvesting through cistern tanks with electrical pump system will provide the necessary storage in the event of any unforeseen natural disaster. This practice is known to reduce the excess of run off storm water created by the added impervious areas by the construction of new structures. In addition, a water tank cistern for potable water will be provided and connected to the emergency power generator to assure potable water supply during public service/city outage.

  - PHOTOVOLTAIC PANELS & SOLAR WATER HEATER: One of our main focuses will be the provision of solar water heater as well as photovoltaic infrastructure providing a more than desirable resiliency in the event of catastrophic disasters. Secondly, but not less important, it will ensure the reduction of utilities consumption, ultimately providing a much-needed reduction on utilities costs.

- **CODE COMPLIANCE**

The proposed design for single family homes will comply with required codes and regulations such as: International Building Code 2018 edition (I.B.C.), International Residential Code 2018 Edition (IRC), International Fire Code 2018 Edition, International Plumbing Code 2018 Edition, International Mechanical Code 2018 Edition, International Conservation Code 2018 Edition, Puerto Rico Code 2018, National Fire Protection Association (NFPA) and the American Concrete Institute to ensure durability, safety and efficiency. Also, but not limiting to, our proposed models will comply with A.D.A., F.H.A., U.F.A.S. (504) and A.N.S.I.

- **ENERGY EFFICIENCY CODE**

  - ROOF: The roof will be composed of a combination of a concrete slab and EPS foam material to comply with section R401.2.1.6 of the recently adopted IRC 2018 edition which requires a minimum of R-15 protection.

  - WINDOWS/FENESTRATIONS/GLAZING: Our proposed models' windows will comply with section R401.2.1.4 of the IRC 2018 edition by providing a solar heat gain coefficient of less than or equal to .40. in some cases, an overhang will be incorporated with a protection factor equal to or greater than 0.30 to be able to reduce the initial cost of the glazing assembly. This will enhance the interior environment by reducing heat gain therefore minimizing energy consumption costs and climate control.

  - SOLAR WATER HEATER: A solar water heater will be installed on all our models assuring a lower utilities power cost.

- **WIND LOADS**

  - WINDOWS: Windows will be designed, manufactured and installed with an assembly compliant with the 185-m.p.h. wind resistance required by section 1609 of the I.B.C.
  - WALLS: The walls of our residential models will comply with the new adopted I.B.C. wind load factor as they will be built either out of reinforced concrete or CMU walls.
  -

- **ACCESIBILITY AS PER A.D.A., U.F.A.S., F.H.A., A.N.S.I.**

  - BATHROOMS: Bathrooms will be provided with a 32-inch minimum width clearance opening and with the required maneuvering clearances within the provided equipment and accessories.
  - DOORS: Provided doors in all unit models will have a minimum clear width of 32"as per section R311.2 of the IRC.
  - HALLWAYS: Hallways will have a minimum of 36 inches wide clearance as per section R311.6 of the IRC.

- **LIFE SAFETY, MEANS OF EGRESS AND EMERGENCY EXIT**

  - WINDOWS: As per section R303.1 of the IRC all rooms will have a window operable to provide a minimum opening of 5.7 square feet (4 percent of the floor area), located at a maximum height of 24" above finished floor and with a minimum of 20" in width.

- BEDROOMS: All bedrooms will be equipped with smoke detectors as required by section R314 of the IRC and the NFPA 72 and listed in accordance with UL 2034.
- HALLWAY: Hallways will be equipped with a smoke detector as well as with the required carbon monoxide detector.

- **MINIMUM ROOM AREAS AND HEIGHTS**

  - HABITABLE ROOMS: All habitable rooms will have an area of not less than 70 square feet and a minimum dimension of 7' in any horizontal dimension as per sections R304.1 and R304.2. As per required by section R305.1 of the IRC all habitable spaces will have a ceiling height of not less than 7 feet.
  - BATHROOMS: All bathrooms will have a minimum ceiling height of 6'-8" as per section R305.1 of the IRC.
  - SHOWER STALLS: All shower walls will be finished with a nonabsorbent surface to a height of no less than 6 feet above the floor as per section R307.2 of the IRC.
  - WINDOWS: All emergency windows required at every sleeping room as per section R310.0 of the IRC will have a window sill height of not more than 44 inches above the floor.

OM

PROPOSED TWO LEVEL 3 BEDROOMS-2 BATHROOMS UNIT DESCRIPTION

Our proposed model unit has 737 square feet in the first level and 458 square feet in the second level for a total of 1,195 square feet. A 258 square feet covered roof single car port and 60 square feet covered entry porch are also provided. This two-level unit is composed of the following spaces with its areas and main dimensions:

SPACE	AREA (SQ.FT.)	SPACES INCLUDED	REMARKS
LIVING & DINING	240	LIVING AND DINING	
KITCHEN	90	OPEN TO THE LIVING DINING	
BEDROOM #1	130	CLOSET	BATHROOM
BATHROOM	47		NOT ACCESSIBLE
BEDROOM #2	110	CLOSET	
BEDROOM #3	110	CLOSET	
ACCESSIBLE BATHROOM	60		HANDICAPPED ACCESSIBLE
LAUNDRY			WASHER
HALLWAY	40		
LINEN	7		
COVERED CARPORT	258		
ENTRANCE COVERED PORCH	62		
STAIRWAY	54		

The house model our team developed was carefully analyzed by our architectural, engineering and builders in order to maximize and provide the most efficient construction for a single unit by constantly applying a value engineering as a cross reference for checks and balances during the design process. This can be perceived by the integration of public spaces

as we integrated the living dining and kitchen as an open plan concept. This provides an open alternative for futures owners to locate their furniture with freedom and without compromise. Another feature of our efficient distribution is the compact size of our hallway connecting the public areas to the private sleeping quarters. The main bedroom is located at the second level for privacy matters along with one of the secondary bedrooms and the standard bathroom. The third bedroom is located conveniently on the first level along with the accessible bathroom providing access to persons requiring accessibility.

Using reinforced concrete as the main super structure and cell filled concrete blocks as secondary members along with the combination of concrete roof slab with a foam assembly to reduce heat transfer accentuates the uniqueness of our proposed concept. The proposed construction methods are the ones typical to our local region, making it the most efficient because of the experience and readiness of labor and materials to be applied and obtained, all the while providing the required measures to ensure an energy efficient as well as resilient structure for many years and generations to come.

CM

GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 2
SCOPE OF WORK
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

This document defines the Construction Management tasks that the Proposers must perform in order to support the Puerto Rico Department of Housing (PRDOH) in the implementation of the Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local requirements and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery Program (CDBG-DR)allocation. A detailed description of the Housing CDBG-DR programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan, and proposed amendment are available at www.cdbg-dr.pr.gov/action-plan.

1. Introduction and Overview

The PRDOH is issuing this Request for Proposal (RFP) to procure highly qualified and skilled designers and contractors to provide Construction Management services for the R3 Program as defined in Section 2: Overview, Purpose, and Intent of the RFP. It is expected that the Selected Proposers will be prepared to invest a considerable amount of resources and efforts as related to the design, demolition, abatement, repair, and new construction of single-family dwelling units as specified and described in the Action Plan, in a short period of time. Proposers must understand the CDBG-DR's program initiatives, goals, and regulations, including Federal Register Notices 83 FR 5844 and 83 FR 40314. Proposers must be familiar with the Department of Housing and Urban Development (HUD) latest acronyms, glossary, laws, policies, guidelines and design standards applicable to this RFP's Scope of Work. The proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

Construction Managers will be an integral part of the R3 Program and will be required to work in harmony with other stakeholders such as the Program Managers, the Environmental Consultants, and the Call Center Operations Consultant, as well as other staff and contractors retained by the PRDOH for implementation of the CDBG-DR programs. Selected Proposers will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under a contract.

The PRDOH reserves the right, without limitations, to:

- Cancel the solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best Public Interest;
- Amend the contract(s) of the Selected Proposer(s) to extend its original duration, as further explained in the RFP, as related to the goods and services requested;
- Amend the contract(s) of the Selected Proposer(s) to extend the scale of its(their) scope to include work under subsequent CDBG-DR action plans as related to the goods and services requested herein;

- Amend the contract(s) of the Selected Proposer(s) to reduce the scale of its scope to decrease work, individual tasks, geographical areas, or regions as a consequence of underperformance or inexcusable delays related to the goods and services requested herein; and
- Contract with one or more qualified proposers for Construction Management Services as a result of the selection of qualified Proposers or the cancellation of this RFP.

Award of Contract(s) will be to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The scope of work presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

1.1. CDBG-DR Housing Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age sixty-five (65) and above. The PRDOH understands it responsibility to rebuild and improve Puerto Rico's housing market, individual households, and communities with more resilient, modern, high-quality, and safe dwelling units. The CDBG-DR housing program objectives are:

- Provide decent, safe, and sanitary housing in the disaster impacted areas through the provision of activities designed to resolve unmet needs from hurricane impacts to 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 of 50% of the current home's value, whichever is lesser, will be repaired in compliance with the applicable building codes and standards, including the International Existing Building Code and HUD CPD Green Building Retrofit checklist.

The general objectives of the R3 Program are:

- To return displaced homeowners;
- To reconstruct housing to higher resilience standards;
- To revitalize weak and aging housing stock; and
- To move households out of unsafe conditions.

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

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This section details minimum staffing that will be required from the Construction Managers in order to perform the tasks required for the R3 Program. The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the Contract. **All subcontractors to be used by the Construction Managers will need to be approved by the PRDOH or its representatives.**

3.1. Staff Requirement

Proposers shall have or will secure, at their own expense, all personnel required in performing the tasks under the Construction Managers Contract. PRDOH expects the Selected Proposers to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard or following the code of ethics. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.2. Staff Experience and Qualifications

Proposers must provide detailed information about the experience and qualifications of the Principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposers shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposers' own staff and staff from any subcontractors to be used. The Proposers should demonstrate that their staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services. PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (MBE/WBE's).

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Proposers must include information regarding their administrative capacity, design and construction experience in similar construction projects, personnel, consultants, equipment, software capabilities, document controls, safety record, and quality control procedures. The Selected Proposers must have retained, and must maintain over the life of the contract, as a minimum, the following key staff resources:

3.2.1. Senior Project Manager

The resource assigned as Senior Project Manager will be the main point of contact between the PRDOH and the Construction Manager. He / She shall be available on-call and attend R3 Program meetings with the PRDOH and the top management of the R3 Program. The Senior Project Manager responsibilities include the following:

- Formulate, organize and monitor the overall performance;
- Define objectives and strategies to achieve program success;
- Making key decision to accomplish the program's objectives;
- Coordinating cross-phases activities;
- Lead, train and evaluate other senior staff and their performance;
- Developing and managing the master schedule of the projects;
- Developed deadlines and complete milestones;
- Coordinating various components of projects to ensure the on-time delivery of the overall milestones;

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- Manage and control the Construction Manager's budget;
- Identifying and allocating resources to the organization;
- Assess risk and manage changes in the projects;
- Assess program performance for the continues improvement;
- Assume responsibility for the organization's performance and its staff;
- Prepare and explain the executive reports to the Owner and its Representatives; and
- Any other function required to support the R3 Program.

The Senior Project Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge of program management, regulatory compliance, construction, and statutory compliance for CDBG disaster recovery or similarly complex programs/projects. Should be fluent in English and Spanish languages. Must have a bachelor's degree from an accredited institution and at least fifteen (15) years of experience as project manager on construction projects. Experience in design-build projects is preferred.

3.2.2. Lead Design Manager

The resource assigned as Lead Design Manager shall work together and under the direct supervision of the Senior Project Manager to control the planning/design phase of the R3 projects. The Lead Design Manager will supervise the design team, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the design phase;
- Assigning tasks and managing the design team's personnel;
- Identifying and allocating resources to the design phase;
- Assisting the Senior Project Manager in the risk assessment for the design phase;
- Recommending and advising the Senior Project Manager as the subject matter expert in the design issues;
- Owning and pursuing outstanding design issues;
- Coordinating various components of projects to ensure the on-time delivery of the design tasks and deliverables, like schematic design, final design documents, code compliance, submittals, request for information, etc.;
- Promoting inter-team communication and keeping all the design team informed;
- Managing the individual group leaders of the design team;
- Assisting the Senior Project Manager in the evaluation of design team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the design phase;
- Assisting the Senior Project Manager with status reports and presentations for the design phase;
- Promoting high quality standard for the design phase;
- Promoting ethical behaviors and work ethic within the design team;
- Ensure the compliance of the R3 projects with resilience and sustainable design;
- Ensure the compliance of the R3 projects with the Housing Quality Standard and codes;
- Assuming responsibility for work products of the design team; and
- Any other function required to support the R3 program.

The Lead Design Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in planning, design, code compliance, sustainable design, accessible design, contract administration and design team management in CDBG disaster recovery or similar construction programs/projects. The Lead Design Manager must have:

- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Experience with design-build projects;
- Professional license to practice engineering or architecture in Puerto Rico;
- Active membership of the Puerto Rico College of Architects and Landscape Architects or the Puerto Rico College of Engineers and Land Surveyors;
- Active registration with the Puerto Rico Department of State;
- At least ten (10) years of experience as design manager in the construction industry; and
- At least five (5) years of experience designing housing or residential projects.

3.2.3. Lead Permit Manager

The resource assigned as Lead Permit Manager shall work together and under the direct supervision of the Senior Project Manager to control the permitting and environmental aspects of the R3 projects. The Lead Permit Manager will supervise the permits and environmental team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially in the permitting and environmental activities;
- Assigning tasks and managing the permits and environmental team's personnel;
- Identifying and allocating resources to the permitting and environmental activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and environmental issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the permitting and environmental issues;
- Owning and pursuing outstanding permits, endorsement and environmental issues;
- Coordinating various components of projects to ensure the on-time delivery of permits and environmental deliverables, like lead abatement, asbestos abatement; erosion controls, construction permit, etc.;
- Promoting inter-team communication and keeping all the permits and environmental team informed;
- Managing the individual group leaders of the permits and environmental team;
- Assisting the Senior Project Manager in the evaluation of permits and environmental team staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the permitting and environmental activities;
- Assisting the Senior Project Manager with status reports and presentations for the permitting and environmental activities;
- Promoting best management practices in the permitting and environmental activities;
- Promoting ethical behaviors and work ethic within the permits and environmental team;
- Assuming responsibility for work products of the permits and environmental team;

- Assuming responsibility for permits and environmental issues of the R3 projects during the planning, design, construction and closeout phases; and
- Any other function required to support the R3 program.

The Lead Permit Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in permitting, environmental compliance, sustainable design, contract administration and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Permit Manager must have:

- A bachelor's or master's degree from an accredited institution in and environmental or engineering related field;
- At least ten (10) years of experience as team manager in the environmental or construction industry; and
- At least five (5) years of experience in permit processing for housing or residential projects.

3.2.4. Lead Procurement Manager

The resource assigned as Lead Procurement Manager shall work together and under the direct supervision of the Senior Project Manager to control the purchasing, procurement and financial aspects of the R3 projects. The Lead Procurement Manager will supervise the procurement team of the R3 program, with the following responsibilities:

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- 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 motive groups and team members;
- Clear understanding of specific safety issues related to construction;
- At least ten (10) years of experience in the occupational safety and health industry; and
- At least five (5) years of experience in construction safety for housing or residential projects.

3.2.7. Lead Quality Control Manager

The resource assigned as Lead Quality Control Manager shall work together and under the direct supervision of the Senior Project Manager to control the quality control and quality assurance aspects of the R3 projects. The Lead Quality Control Manager will supervise the quality control team of the R3 program, with the following responsibilities:

- Assisting with the development of the projects' schedule, especially the quality control testing during the construction phase;
- Development, implementation and maintenance of the program's overall quality plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific quality plan for the R3 projects;
- Development and enforce quality control and quality assurance procedures and testing, related to construction;
- Tracking and resolving non-compliance reports;
- Preparing and conducting meetings and trainings with the group leaders of the quality control team;

- 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 AGREEEMENTS IN PUBLICLY FUNDED CONSTRUCTION PROJECTS";
- Owning and pursuing outstanding labor compliance related issues for the Selected Proposer and its subcontractors.
- Knowledge in the following subjects, but not limited to: minimum wage, the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: PRDOH documentation, labor compliance certifications, payroll weekly statement of compliance; worker classification system, and employee interviews;
- Promoting inter-team communication and keeping all the human resource team informed;
- Managing the individual group leaders of the human resource team;
- Assisting the Senior Project Manager in the evaluation of the resource team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the labor compliance activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the human resource activities;
- Promoting safe, healthy, fulling workplace, and fair compensation in all phases of the R3 projects;

- 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

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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©.

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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 8-½" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

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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 optionol 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©.

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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 Construccion") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

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

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

5. Metrics, Milestones, and Performance

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

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

PRDOH, at its sole discretion, may determine, implement, and monitor additional performance indicators for Construction Managers through the life of the Contract and the R3 Program.

6. Compliance of Work with Federal Laws

6.1. [Reserved]

6.2. Fair Labor Act

All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Fair Labor Act.

6.3. Davis-Bacon Act

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[1].

7. Environmental Review

Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The Environmental Reviews of the properties in the R3 Program will be prepared by Environmental Consultants retained by the PRDOH. An environmental review process will be required for all awards to be issued under the R3 Program to ensure that the proposed activities do not negatively impact the surrounding environment and that the property itself will not have an adverse environmental or health effect on end users.

The R3 Program will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all R3 projects shall have an Environmental Review Record (ERR). The ERR for the projects will set forth (a) the existence of negative impacts on a site, (b) the means to mitigate negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if all other options fall and it becomes the most prudent action to take. Selected Proposers will be responsible for implementing any means to mitigate negative environmental impacts for projects, including lead and asbestos abatement measures.

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

7.2. Asbestos Survey

Exposure to asbestos increases risk of developing lung diseases. In general, the greater the exposure to asbestos, the greater the chance of developing harmful health effects. Disease symptoms may take many years to develop following exposure. Because of its fiber strength and heat resistance asbestos has been used in a variety of building construction materials for insulation and as a fire retardant. Asbestos has also been used in a wide range of manufactured foods, mostly in building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), friction products (automobile clutch, brake, and transmission parts), heat-resistant fabrics, packaging, gaskets, and coatings. Asbestos fibers may be released into the air by the disturbance of asbestos-containing materials during product use, demolition work, building or home maintenance, repair, and remodeling.

An asbestos survey is used to locate and describe asbestos-containing materials in a structure. The R3 Program will conduct comprehensive building asbestos surveys through inspection of the properties. The Asbestos Surveys of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

8. Damage Assessment Report

A Damage Assessment Report prepared by the PRDOH's representative will be given to the R3 Construction Manager for each property. These damage assessments will be performed by qualified Program Damage Assessors from the Program Managers. These reports and their probable estimated cost of repairs will be the base to determine if a house will be repaired or replaced.

The Damage Assessment Report, in addition to documenting actual damages sustained by the dwelling unit, because of Hurricane's Irma and María, will also serve to establish the scope of work for the repair task of the R3 Construction Manager. This report will have the following information:

- The total cost of the rehabilitation to bring the home within the R3 Program parameters;
- The quantification of the value of work performed by the applicant at his/her home after the disaster;
- Detailed item-by-item take-off of the damages identified, for cost determination. The take-offs shall be combined with standardized unit prices (Program's Unit Pricelist) for each type of damage;
- Photographic evidence of the home's exterior including photos of the front, back, and sides. Any additional photograph required to document the overall building structure and site;
- Photographic evidence of the damages identified during the damage assessment;
- Any conditions identified (engineering or otherwise) during the assessment that may not allow rehabilitation works to be performed at the home and, as such, may trigger reconstruction or relocation;
- Overall recommendation for the Scope of Work to be performed through the R3 Program (i.e. Rehabilitation, Reconstruction, Relocation); and

- Any other pertinent information to the Damage Assessment Report.

9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

- Facilitates communication and provides consistency amongst the PRDOH and its vendors (including Construction Managers);
- Ensures applicants are treated fairly during award determination process;
- Prevents unfair and unbalanced treatment to applicants;
- And facilitates the review and approval of applications for payment and change orders for Construction Managers.

The R3 Program will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use pricing information from general contractos, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing date that they research and report on. Xactaware's Pricing Lists have been used in other implementations of CDBG-DR Programs all through the United States (e.g. Louisiana, North Carolina, Texas, West Virginia, etc.) and has been accepted by HUD as of reasonable cost.

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X_JUN19** for Puerto Rico and for the month of June 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

Xactaware's Pricing Lists are published through Xactimate Software. Therefore, Construction Managers are required to acquire, maintain, and pay for Xactimate Licenses while under an engagement with the PRDOH for Construction Management Services.

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

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:

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- **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 confarm 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")

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

1. *Joint Regulation for Project Evaluation and Permitting, regarding Land Development and Use, and Business Operations ("Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, uso de terrenos y operación de negocios"), as adopted on June 7, 2019;*
2. *Local planning and zoning requirements;*
3. *Planning and Capacity Building (Section 105(a)(12) of the HCDA);*
4. *Energy Development Goals (Section 105(a)(16) of the HCDA);*
5. *Puerto Rico Firefighters Code; most current approved version;*
6. *Applicable Environmental Regulations;*

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

12. Tasks

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

12.1. Task 01: Construction Management/Administration

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

12.1.1. Duties and Responsibilities

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

12.1.2. Document Control and Information Technology

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

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

12.1.3. Occupational Safety and Health

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

12.1.4. Quality Control and Quality Assurance

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

12.1.5. Resilience Standard

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

12.1.6. Green Building Standard

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

12.1.6.1. Green Standards for Repairs

The Selected Proposers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

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

12.1.6.2. Green Standards for Replacement Home Construction

The Selected Proposers will require that all Reconstruction or New Construction covered by this RFP meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR Certified Homes (version 3 program requirements for the Tropic);
- Enterprise Green Communities;
- LEED BD+C (Building Design and Construction);
- LEED Homes;
- LEED O+M (Building Operations and Maintenance);
- LEED ND (Neighborhood Development);
- ICC–700 National Green Building Standard;
- EPA Indoor AirPlus (ENERGY STAR a prerequisite);
- The "Permiso Verde" from the "Oficina de Gerencia de Permisos"; or
- Any other equivalent comprehensive green building program acceptable to HUD.

The Proposer must identify which Green Building Standard(s), they plan to use for the rehabilitation, reconstruction, or new construction projects. Selected Proposers must comply with at least one of the standards set forth above as certification under a Green Building Standard is a program requirement as part of project closeout and final payment to the Proposer.

Due to the above, the PRDOH encourages selected Proposers to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed such as it is the case with the Energy Star Certification. At any time during the contract, and with the consent of the PRDOH, selected Proposers may change the Green Building Standard to be used for homes at which construction has not yet begun.

12.1.7. Public Relations

The Selected Proposers are expected to cooperate with R3 Program's public relation efforts and facilitate dissemination of information. In order to achieve these goals, the Selected Proposers will, from time to time, provide and assist with data and information related to the R3 Program and its performance. The Construction Mangers will channel any communication requests though the PRDOH and its representatives. The Proposers are not authorized to share any of the internal documents, data, confidential materials or sensitive information related to the R3 Program, unless an express and written authorization are provided by PRDOH.

12.1.8. R3 Program Coordination

The Selected Proposer will be responsible for the coordination and communication with the other entities working in the R3 Program. These R3 Program's team member will be:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery. This public entity is called the "Owner" in the R3 Program;
- **Program Managers:** responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. Will also be responsible for the inspection of all works completed through the housing programs. This entity will provide services to the PRDOH that could include, but are not limited to, operation support, construction compliance, project management, statutory compliance; document control, accounting and reporting for the PRDOH;

- **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:

- Primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. For the purpose of clarity, the use of local manufactured cement will apply to any cast-in-place concrete work performed. The use of non-locally manufactured cement may be permitted when materials or products are not locally available in sufficient quantities or if required quality standards cannot be achieved with local products.
- Single-Family Manufactured or Modular homes will be allowed.
- All the engineer or architectural research, data and analysis necessary for the completion of the R3 designs will be included in the costs of the repairs, reconstruction or new construction work. These ancillary costs may include but limited to: soil studies, traffic studies, tree inventory, hydrology & hydraulic study, or land surveys;
- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed $145,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed $160,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed $170,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed $185,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed $185,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed $205,000.00;
- Maximum Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- Maximum Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional

sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.

- If applicable, the design of homes must include modifications to accommodate SHPO requirements.
- Homes to be built on a historic district, must submit and conform the façade designs to the special permit requirements as dictated by the federal and local cultural and preservation offices; and
- All Model Homes shall have the options for applicants to choose from such as exterior paint color schemes, cabinets color scheme, floor color schemes, and any other optional component that will not have an impact on costs.

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12.2.4. Repairs

The Selected Proposers will design the repair work of existing non-substantially damaged homes as indicated in the Damage Assessment Reports. Due to the nature of the repair work the Selected Proposers will be expected to create practical design and custom solutions for each household. The design for the repair work will be discussed and approved by the PRDOH or its representatives, prior to its execution.

12.2.5. Reconstruction or New Construction

Homes constructed for the R3 Program aims to make its housing units usable by more LMI households at little to no extra cost. The Selected Proposers must aim to build resilient housing units that maintain livable conditions in the event of extended loss of power or water.

12.2.6. Minimal suggested approximate area requirements

Space	2-Bedrooms	3-Bedrooms	4-Bedrooms
Front Porch	60.00 sq. ft.	60.00 sq. ft.	60.00 sq. ft.
Kitchen	90.00 sq. ft.	90.00 sq. ft.	90.00 sq. ft.
Living / Dining Area	240.00 sq. ft.	240.00 sq. ft.	240.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)	130.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	**800.00 sq. ft.**	**1,000.00 sq. ft.**	**1,200.00 sq. ft.**

Homes constructed under the R3 Program must include a carport slab (not roofed) for at least one (1) vehicle.

12.2.7. Single-Story Detached houses

Homes for construction in urban or suburban lots with front, rear, and lateral yard space in accordance with zoning regulations. These types of homes must not share walls with adjacent homes (no rowhouse nor twin house configuration). Patio homes, in which the wall of a lateral yard is shared with the interior of the adjacent house may be a design option to be discussed before the presentation of the first Schematic Design Phase.

12.2.8. Party-Wall houses

In urban lots where lot space is at a premium or in rural setting where the lots have geometrical constraints. These houses are to be built in generally narrow lots where the unit lateral walls meet the lots limits, adjacent to neighbor buildings' walls/property, and where continuous lateral yards are impractical. Thus, the availability of natural light and ventilation availability must be achieved by incorporating creative design solutions such as non-continuous yards or wells. These models must have a rear yard as per zoning regulations, but a front yard may not be required or desirable (consult zoning and land use plans of specific locations).

12.3. Task 03: Permits and Endorsements

The Selected Proposer shall secure and pay for all incidental permits, endorsements, or certifications required to execute and use the repaired, reconstruction, or new construction project, as assigned to them and within the boundaries of the R3 Program. These permits, certifications, or endorsements shall be acquired in a timely manner to not adversely affect the progress of the work and the critical path of the work. Permits must be acquired in the name of the Program beneficiary (i.e. homeowner). The list of typical permits or endorsements shown below is a general list and shall not interpreted by the Proposer as an exclusive list of documents, other permits could be required for each project.

12.3.1. List of Permits or Endorsements

- Department of Transportation endorsement;
- Solid Waste Authority endorsement;
- Fire Department endorsement;
- Department of Agriculture endorsement;
- Municipality endorsement;
- Culture Institute endorsement;
- State Historical Preservation Office endorsement;
- United States Army Corp of Engineers endorsement;
- Environmental Quality Board endorsement;
- Planning Board endorsement;
- Department of Natural Resources and Environmental permit;
- General Consolidated permit;
- Public Service Commission permit;
- Demolition Permit;
- Lead and Asbestos Abatement permit;
- Construction permit;
- Propane Gas permit;

- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Roadwork construction or modification permit;
- PREPA endorsement;
- PRASA endorsement; and
- Occupancy permit ("Permiso de Uso").

12.4. Task 04: Lead & Asbestos Abatement

The Selected Proposer shall secure and pay for all abatements permits, mitigation work, testing, and certifications required to execute the cleaning and prepare the projects for the demolition, rehabilitation, reconstruction or new construction activities. This task has to be completed in a timely, secure and safe matter, to ensure the compliance with the environmental laws and regulations.

12.4.1. Objectives

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

12.4.2. General Requirements

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

12.4.3. Specific Requirements (if required)

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

- 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.

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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 giving by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions. This report will certify if the conditions observed match the Damage Assessment report, if not it will list the discrepancies;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Providing architectural and engineering construction plans and technical specification for the repair work;
- Selective demolition of site, exterior or interior elements in the lot;
- Site clearance and improvements;
- Removal of buildings materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Installation of smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of water and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, and modification or replacement of heating and cooling equipment;
- Utility connection from residential structure to water distribution system or local sewer collection lines, or installing septic tank system;
- Utility connection from residential structure to electrical distribution system;
- Building envelops rehabilitation, including: roof, exterior doors, exterior windows, exterior walls, siding, and exterior MEP systems.
- Removal of materials and architectural barriers that restrict the mobility and accessibility of elderly and severely disabled persons to the dwelling unit;
- Improvements to the quality of life of elderly and handicap persons, that are eligible for rehabilitation;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;
- Preserving or restoring properties of historic significance;
- Surface preparation and finishes rehabilitation, including painting;
- Flooring repairs or replacement;
- Cabinet, shelving and appliances replacement;
- MEP equipment repair or replacement;
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the repaired elements. This report will certify that all the conditions observed in the Damage Assessment report were corrected and certify any deviation work or modifications performed.

12.6.3. Notice of Completion

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

- 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.

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12.7.1. General Requirements

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings and specifications must be in English;
- The Selected Proposer will conduct regular construction and coordination meeting in coordination with the other interested parties of the CDBG-DR program. The frequency of the meetings will depend of the complexity and phase of the project. These meetings may be carried out in Spanish or English;
- Any obsolete products replaced as part of the rehabilitation must be replaced with Energy Star, Water Sense, or FEMP designated products or appliances, as per 83 FR 5844;
- General demolition will be executed in Task 05 of this RFP;
- Lead and Remediation of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- Cost of labor, materials, supplies, equipment, and any other expenses ancillary or required, are included in the R3 Construction Manager cost proposal under each Program's unit Pricelist item;
- The purchase and installation of washers, dryers, and other appliances that promote energy efficiency;
- Specially construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historical Preservation Office (SHPO), must be included under this task;
- Obtaining all necessary federal, state or municipal permits, certificates or endorsements to close-out the rehabilitation work is included in Task 03 of this RFP;
- The home reconstruction or new construction will provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on Applicant eligibility;

- The reconstructed or newly constructed dwelling unit will be a single-story or two-story unit, as determinate by the PRDOH or its representatives; and
- The façade style for the reconstruction or new construction dwelling unit will select by the homeowner and approved by the PRODH or its representative, during the pre-construction meeting. Homeowner will also choose from options such as exterior paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that will not have an impact on costs.

12.7.2. Specific Requirements

The Selected Proposer will be required to construct a new dwelling unit for a single-family in the same lot (Reconstruction) or a new lot (New Construction). The reconstructed or newly constructed housing unit will be based on the Model Homes, previously pre-approved by the PRDOH or its representatives. These Model Homes and subsequent work on the properties may include, although not be limited to, the following:

- Preparing a work plan and schedule for each reconstructed or newly constructed dwelling unit;
- Verifying the information provided by the PRDOH or its representative, to diligently notifying any discrepancy or inconsistencies;
- Preparation of initial report, including photographs of the initial conditions of the lot and its perimeter. This report will certify the site conditions observed;
- Obtaining all necessary federal, state or municipal permits or endorsements to commence the reconstruction or new construction work;
- Providing architectural and engineering construction plans and technical specification for the reconstruction or new construction;
- Geotechnical work for the site and the structure, including, but limited to: borings, in-site tests, slope stabilization analysis, laboratories, certification, and technical reports;
- Laboratory testing, certification and reporting for quality control, quality assurance or commissioning work, including, but not limited to: soils, concretes, masonries, asphalts, and waterproofing;
- Clearance, grading and improvements to the Site;
- Removal of buildings materials or debris in the lot;
- Geometrical correction or new construction to the Site entrance;
- Removal of buildings materials or debris in the lot;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Site work preparation and condition for the new building structure including, but not limited to: footing excavation, foundation excavation, utility trenching, sidewalks, driveway, sanitary facility, potable water facility, and perimeter fences;
- Foundation work for new building structure including, but limited to: footing, block wall, foundation wall, and floor slab;
- Exterior work for new building structure including, but not limited to: concrete wall, masonry block wall, stone veneer, exterior plastering, metal siding, exterior window, exterior door, envelop insulation, shutter, skylight, built-up roofing, concrete roof, and metal roof;

- Interior work for new building structure including, but limited to: concrete wall, drywall partitions, interior plaster, ceiling stucco, suspended ceiling, interior door, flooring, and stairways;
- Specialty work for new building structure including, but not limited to: kitchen, appliances, bathroom accessories, and wood deck;
- Mechanical, electrical and Plumbing (MEP) work for new building structure including, but not limited to: domestic water system, bathroom fixtures, water heater, sanitary system, ventilation system, storm drainage system, fire protection, lighting fixture, fire alarm system, wiring devices and electrical distribution system;
- Accessibility (if applicable) to comply with the American with Disabilities Act, as amended, for eligible homeowner.
- Preparing the punch lists and correcting the deficiencies; and
- Preparing and keeping relevant documents, including record drawings and technical specifications (both signed and sealed by a professional engineer);
- Preparation of the final report, including photographs of the reconstructed or newly constructed dwelling unit and site.

12.7.3. Notice of Completion

The reconstruction or new construction projects under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the punch lists have been corrected;
- All the non-conformance reports have been sign-off by the Owner or the Owner's Representative;
- Delivery of the final report and corresponding certification of work completed;
- Waivers of Mechanic's Lien for the work completed to the date of the substantial completion and lawfully entitled to subcontractor, consultants, supplier, etc. This waiver should list any pending payments, even if not due but duly submitted to the R3 Construction Manager;
- The home has passed its final inspection, as evidenced by written inspection report from the Program Manager stating such fact.
- The warranty binder (as specified in Task 08: Projects Closeout) has been delivered by the Construction Manager to the Homeowner and the PRDOH or its representatives.

12.8. Task 08: Projects Closeout

The Selected Proposers will be responsible for the closeout process of the repaired, reconstructed or newly Constructed homes. The closeout procedures and record documentation will be defined and coordinated with the PRDOH or its representatives, after the Proposers are selected.

12.8.1. Duties and Responsibilities:

- Deliver one hardcopy and digital copy of closeout binder to the PRDOH or its representatives;
- Deliver one hardcopy and digital copy of closeout binder to the Homeowner;
- Maintaining and preserving the projects records for the period prescribe in the contract;

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

12.8.2. Closeout Checklist and Binder (PRDOH):

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

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

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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:

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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[2] for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

Applicants who qualify for temporary relocation assistance will receive payment for the duration of construction, plus two (2) weeks to accommodate time to obtain a final inspection and occupancy permit (permiso de uso). Temporary relocation assistance will be prorated for partial months, as needed. Temporary relocation assistance will not be offered for any period of time beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

[2] https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.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

From:	Carlos Aldarondo - RebuildersPR <carlos@rebuilderspr.com>
Sent:	Wednesday, August 14, 2019 2:06 PM
To:	William Rios Maldonado
Cc:	Laura Pagan Santana
Subject:	Rebuilders PR, LLC - BAFO as 08/08/2019 Letter
Attachments:	Revised Costs as 08-14-19 Rebuilders Letter SIGN.pdf

Mr. Rios:

As instructed on PRDOH letter dated August 8, 2019 and with the consideration of the extension of the deadline authorized by email on Monday August 12, 2019, please find attached Rebuilders PR, LLC response with the duly completed revised version of Exhibit O-1 and revised Cost Proposals (Exhibit O-2) for each of the 6 house models with it respective cost breakdown.

Should you have any question or need further discussion on any matter regarding this proposal, please do not hesitate to contact us.

Sincerely,
Carlos Aldarondo
Rebuilders PR, LLC
787-407-7051

REBUILDERS PR, LLC

REVISED COST PROPOSALS AS REVISED FOR NEGOTIATION ON 08/08/2019

HOME REPAIR, RECONSTRUCTION OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

CDBG-DR-RFP-2018-09

August 14, 2019

Submitted by: Rebuilders PR, LLC
PO Box 192484
San Juan, PR 00919
Attn: Eng. Carlos Aldarondo Rivera
Senior Project Manager
carlos@rebuilderspr.com

August 14, 2019

BY EMAIL

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

RE: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDGB-DR-RFP-2018-09

Ladies and Gentlemen:

In response to the communication letter dated August 8, 2019 and in accordance with the indications provided, Rebuilders PR, LLC hereby respectfully submits its revised cost proposals for the program CDBG-DR-RFP-2018-09 for Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) Construction Managers.

Attached to this letter, please find the revised versions of Exhibits O-1 (Program Unit Price List), Exhibits O-2 (Replacement Home Cost Form) with detailed cost breakdown for each model.

Rebuilders is willing and able to meet and discuss with the PRDOH or its designees any items or information that they may deem necessary for the proper evaluation of Rebuilders' revised proposal and/or to negotiate any relevant point related to this RFP and/or Rebuilders' proposal, as provided in Section 8.5 of the RFP.

Should you need anything else from Rebuilders, please do not hesitate to contact the undersigned.

Very truly yours,

Eng. Carlos Aldarondo

GOVERNMENT OF PUERTO RICO

Department of Housing

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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.

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

ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST

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

The combination of line items within Xactaware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

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OVERHEAD AND PROFIT

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

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

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction 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

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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.

Page

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

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Construction Works (Hard Costs)

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

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

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ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	$8.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	$6.56	Cost Reasonableness Basis: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	$1.50	Cost Reasonableness Basis: RSMeans 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: RSMeans 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: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	$2.19	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brusgwork, to 2" diameter	LF	$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, nloc, or concrete, spray	SF	$2.62	Cost Reasonableness Basis: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 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: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	$11.29	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
29	Lead Removal: Doors, one side, flush	SF	$9.31	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
30	Lead Removal: Door trim, one side	LF	$9.65	Cost Reosonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
31	Lead Removal: Fence, picket, one side	SF	$20.26	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	$20.27	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrails	LF	$7.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	$8.86	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	$16.46	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	$23.50	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Piles, to 16" diameter	LF	$38.52	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal: Pipe hangers	EA	$17.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	$7.88	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	SF	$12.70	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	$171.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	$227.34	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	$272.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	$341.18	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	$17.75	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
46	Lead Removal: Collect and bag bulk material	CF	$6.57	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
47	Asbestos Removal: Metal Beams	LF	$43.29	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
48	Asbestos Removal: Duct or AHU Insulation	SF	$6.96	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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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 Reasonobleness 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 cemetitious 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 cemetitious materials from irregular surface	SF	$6.05	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	$1.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	$3.82	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	$15.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	$1.67	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	$1.58	Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	$1.99	Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bitumonous flashing	SF	$2.03	Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	$1.58	Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 plies #15 asphalt felt.	SF	$4.29	Cost Reasonableness Basis: RSMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty. 4 plies #15 organic felt.	SF	$4.99	Cost Reasonableness Basis: RSMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty. 45 mil fully adhered with adhesive.	SF	$2.65	Cost Reasonableness Basis: RSMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty. Acrylic, 2 coats.	SF	$2.06	Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rfng., SBS mod, gran surf. cap sheet, poly. reinf. 120 to 160 mils thick.	SF	$4.15	Cost Reasonableness Basis: RSMeans 07 52 16.10 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
79	Roof: Waterproofing, thermoplastic membrane, 10-year warranty. Heat welded seams, reinforced, 48 mils, fully adhered with adhesive.	SF	$3.18	Cost Reasonableness Basis: RSMeans 07 54 19.10 8850. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
80	Soil Treatment: Termite Chemical Control	GL	$158.10	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0400. 1.8 factor applied to labor to consider Minimum Wage Increase.
81	Soil Treatment: Termite Control Barrier	SF	$0.98	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0020. 1.8 factor applied to labor to consider Minimum Wage Increase.

CAR

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.

Rebuilders PR, LLC
Proposer Entity Name

CAR
Proposer Authorized Representative Signature

08/14/2019
Date

Carlos Aldarondo Rivera
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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost (1)
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) (2)(3)		
SC-01	Design and Permitting for Replacement Home Construction	$13,542.21
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$3,352.03
SC-03	Services During Construction (Design Supervision)	$4,022.44
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$10,146.69
SC-05	Overhead Cost *(applicable to all soft costs)*	$3,217.95
SC-06	Profit Cost *(applicable to all soft costs)*	$2,681.63
Sub-Total Soft Costs (3)		**$36,962.94**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) (4)(5)(6)		
HC-01	Replacement Home Construction Cost	$113,244.31
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$20,383.98
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$11,324.43
Sub-Total Hard Costs (4)		**$144,952.72**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$3,826.53
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$409.98
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$683.31
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$546.65
Sub-Total ADA Compliance Delta Costs		**$5,466.47**
Total Proposed Cost (Soft + Hard) for Standard Model Home (7)(9)		**$181,915.66**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home (8)(9)		**$187,382.13**

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Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality 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 Proposes 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

08/12/2019
Date

Carlos Aldarondo Rivera
Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

			1 STORY MODEL HOUSE		
I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 1,800.00	1	EA	$ 1,800.00
	2. Sodding	$ 1.00	1915	SF	$ 1,915.00
					$ 3,715.00
II. Concrete Works					
	1. Slab on Grade (Includes carport pad, driveway and walkway)	$ 600.00	41.15	CY	$ 24,690.00
	2. Concrete Walls and Columns	$ 600.00	4.5	CY	$ 2,700.00
	3. Structural Slabs & Beams	$ 600.00	26	CY	$ 15,600.00
	4. Insulation	$ 4.50	800	SF	$ 3,600.00
					$ 46,590.00
III. Finishes					
	1. CMU Walls	$ 3.70	1041	EA	$ 3,851.70
	2. Cement Plaster (Ceiling)	$ 5.00	849	SF	$ 4,245.00
	3. Cement Plaster (Interior Walls)	$ 5.00	1863	SF	$ 9,315.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	903	SF	$ 4,515.00
	5. Floor Topping	$ 2.25	849.25	SF	$ 1,910.81
	6. Floor & Base Tiles (12"x12" Ceramic Tile)	$ 2.40	898	SF	$ 2,155.20
	7. Interior Walls Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting (2-1 point 2 coats High Per. Paint)				
	a. Interior Primer (1st Coat)	$ 0.40	2709	SF	$ 1,083.60
	b. Exterior Primer (1st Coat)	$ 0.40	903	SF	$ 361.20
	c. Interior Painting (2nd Coat)	$ 0.40	2709	SF	$ 1,083.60
	d. Exterior Painting (2nd Coat)	$ 0.40	903	SF	$ 361.20
	e. Doors Paint	$ 250.00	1	LS	$ 250.00
	9. Cleaning	$ 450.00	1	LS	$ 450.00
	10. Punch List	$ 900.00	1	LS	$ 900.00
					$ 30,914.51
IV. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	4	LS	$ 1,100.00
	2. Windows (30"x60")	$ 700.00	12	LS	$ 8,400.00
	3. Exterior Doors (Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	3	LS	$ 1,275.00
					$ 12,375.00
V. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
VI. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (Fire -test Top, soft closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	EA	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,275.00	1	EA	$ 2,275.00
					$ 4,775.00
VII. Plumbing Works					
	1. Sanitary and Water Pipes (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 200.00	1	EA	$ 200.00
	3. Sanitary and Water Pipes (Roof Slab)	$ 400.00	1	EA	$ 400.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 800.00
	5. Potable Water and Sanitary House Connection	$ 800.00	1	EA	$ 800.00
					$ 3,300.00
VIII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 800.00	1	EA	$ 800.00
	2. Electrical Conduit (Concrete Walls)	$ 250.00	1	EA	$ 250.00
	3. Electrical Conduit (Roof Slab)	$ 400.00	1	EA	$ 400.00
	4. Electrical Conduit (Masonry Walls)	$ 650.00	1	EA	$ 650.00
	5. Electrical (Wiring)	$ 700.00	1	EA	$ 700.00
	6. Finishing Work	$ 300.00	1	EA	$ 300.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 650.00	1	EA	$ 650.00
					$ 4,750.00
IX. Green Standard Compliance					
			1	LS	$ 3,425.00
					$ 3,425.00
X. Overhead					
			1	LS	$ 20,383.98
					$ 20,383.98
XI. Profit					
			1	LS	$ 11,324.43
					$ 11,324.43
		HARD COST SUB-TOTAL			$ 144,982.72

XII. Soft Costs					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 13,342.21
	Design and Permitting for Storm-Damaged Home Demolition and Abatement		1	LS	$ 3,352.03
	Services During Construction (Design Supervision)		1	LS	$ 4,022.44
	Overhead Cost (Soft Costs)		1	LS	$ 3,217.95
	Profit Cost (Soft Cost)		1	LS	$ 2,681.63
	Insurance		1	LS	$ 10,146.69
					$ 36,962.94
XIII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 3,833.53
	Insurance Cost (to ADA Compliance)		1	LS	$ 410.73
	Overhead Cost (to ADA Compliance)		1	LS	$ 684.56
	Profit Cost (to ADA Compliance)		1	LS	$ 547.65
					$ 5,476.47
		TOTAL			$ 187,392.13

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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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$15,450.97
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$3,824.50
SC-03	Services During Construction (Design Supervision)	$4,589.40
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$11,898.44
SC-05	Overhead Cost *(applicable to all soft costs)*	$3,671.52
SC-06	Profit Cost *(applicable to all soft costs)*	$3,059.60
Sub-Total Soft Costs [3]		**$42,494.41**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$128,770.95
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$28,329.61
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$12,877.10
Sub-Total Hard Costs [4]		**$169,977.65**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$4,367.51
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$467.95
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$779.91
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$623.93
Sub-Total ADA Compliance Delta Costs		**$ $6,239.30**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$212,472.07**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$218,711.37**

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Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality 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 Proposes 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.

Carlos Aldarondo

Proposer's Authorized Representative Signature

08/12/2019
Date

Carlos Aldarondo Rivera

Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

1 STORY MODEL HOUSE

I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 2,275.00	1	EA	$ 2,275.00
	2. Sodding	$ 1.00	1710	SF	$ 1,710.00
					$ 3,985.00
II. Concrete Works					
	1. Slab on Grade (includes carport pad, driveway and walkway)	$ 600.00	47	CY	$ 28,200.00
	2. Concrete Walls and Columns	$ 600.00	5	CY	$ 3,000.00
	3. Structural Slabs & Beams	$ 600.00	30	CY	$ 18,000.00
	4. Insulation	$ 4.50	1000	SF	$ 4,500.00
					$ 53,700.00
III. Finishes					
	1. CMU Walls	$ 3.70	1215	EA	$ 4,495.50
	2. Cement Plaster (Ceiling)	$ 5.00	973	SF	$ 4,865.00
	3. Cement Plaster (Interior Walls)	$ 5.00	2030	SF	$ 10,150.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	920	SF	$ 4,600.00
	5. Floor Topping	$ 2.25	973	SF	$ 2,189.25
	6. Floor & Base Tiles (12"x12" Ceramic Tile)	$ 2.40	1043	SF	$ 2,503.20
	7. Interior Walls Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting				
	a. Interior Primer (1st Coat)	$ 0.40	3000	SF	$ 1,200.00
	b. Exterior Primer (1st Coat)	$ 0.40	920	SF	$ 368.00
	c. Interior Painting (2nd Coat)	$ 0.40	3000	SF	$ 1,200.00
	d. Exterior Painting (2nd Coat)	$ 0.40	920	SF	$ 368.00
	e. Doors Paint	$ 300.00	1	LS	$ 300.00
	9. Cleaning	$ 400.00	1	LS	$ 400.00
	10. Punch List	$ 1,000.00	1	LS	$ 1,000.00
					$ 34,070.95
IV. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	5	LS	$ 1,375.00
	2. Windows (30"x60")	$ 700.00	15	LS	$ 10,500.00
	3. Exterior Doors (Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	4	LS	$ 1,700.00
					$ 15,175.00
V. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
V. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (Fire -test Top, soft closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	EA	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,550.00	1	EA	$ 2,550.00
					$ 5,050.00
VI. Plumbing Works					
	1. Sanitary and Water Pipes (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 200.00	1	EA	$ 200.00
	3. Sanitary and Water Pipes (Roof Slab)	$ 400.00	1	EA	$ 400.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 800.00
	5. Potable Water and Sanitary House Connection	$ 1,000.00	1	EA	$ 1,000.00
					$ 3,500.00
VII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 900.00	1	EA	$ 900.00
	2. Electrical Conduit (Concrete Walls)	$ 300.00	1	EA	$ 300.00
	3. Electrical Conduit (Roof Slab)	$ 500.00	1	EA	$ 500.00
	4. Electrical Conduit (Masonry Walls)	$ 800.00	1	EA	$ 750.00
	5. Electrical (Wiring)	$ 850.00	1	EA	$ 800.00
	6. Finishing Works	$ 370.00	1	EA	$ 370.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 770.00	1	EA	$ 770.00
					$ 5,390.00
VIII. Green Standard Compliance					
			1	LS	$ 4,500.00
					$ 4,500.00
IX. Overhead					
			1	LS	$ 28,329.61
					$ 28,329.61
X. Profit					
			1	LS	$ 12,877.10
					$ 12,877.10
	HARD COST SUB-TOTAL				$ 141,977.65

XI. Soft Cost					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 15,450.97
	Design and Permitting for Storm-Damaged Home Demolition and Abolement		1	LS	$ 3,824.50
	Services During Construction (Design Supervision)		1	LS	$ 4,589.40
	Overhead Cost (Soft Costs)		1	LS	$ 3,671.52
	Profit Cost (Soft Cost)		1	LS	$ 3,059.60
	Insurances		1	LS	$ 11,898.44
					$ 42,494.41
XII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 4,367.51
	Insurance Cost (to ADA Compliance)		1	LS	$ 467.95
	Overhead Cost (to ADA Compliance)		1	LS	$ 779.91
	Profit Cost (to ADA Compliance)		1	LS	$ 623.93
					$ 6,239.30
		TOTAL			$ 218,711.37

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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$16,813.23
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$4,161.69
SC-03	Services During Construction (Design Supervision)	$4,994.03
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$12,947.48
SC-05	Overhead Cost *(applicable to all soft costs)*	$3,995.22
SC-06	Profit Cost *(applicable to all soft costs)*	$3,329.35
Sub-Total Soft Costs [3]		**$46,241.00**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$141,800.65
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$28,983.29
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$14,180.07
Sub-Total Hard Costs [4]		**$184,964.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$4,830.55
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$517.56
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$862.60
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$690.08
Sub-Total ADA Compliance Delta Costs		**$6,900.78**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$231,205.00**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$238,105.78**

Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and **(vii)** cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and **(xii)** cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality 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 Proposes 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.

Carlos Aldarondo

Proposer's Authorized Representative Signature

08/13/2019
Date

Carlos Aldarondo Rivera

Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

					1 STORY MODEL HOUSE
I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 2,275.00	1	EA	$ 2,275.00
	2. Sodding	$ 1.00	1510	SF	$ 1,510.00
					$ 3,785.00
II. Concrete Works					
	1. Slab on Grade (includes carport pad, driveway and walkway)	$ 600.00	53.5	CY	$ 32,100.00
	2. Concrete Walls and Columns	$ 600.00	6	CY	$ 3,600.00
	3. Structural Slabs & Beams	$ 600.00	33.5	CY	$ 20,100.00
	4. Insulation	$ 4.50	1200	SF	$ 5,400.00
					$ 61,200.00
III. Finishes					
	1. CMU Walls	$ 3.70	1511	EA	$ 5,590.70
	2. Cement Plaster (Ceiling)	$ 5.00	1113	SF	$ 5,565.00
	3. Cement Plaster (Interior Walls)	$ 5.00	2306	SF	$ 11,530.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	1231	SF	$ 6,155.00
	5. Floor Topping	$ 2.25	1113	SF	$ 2,504.25
	6. Floor & Base Tiles (12"x12" Ceramic Tile)	$ 2.40	1203	SF	$ 2,887.20
	7. Interior Walls Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting				$ -
	a. Interior Primer (1st Coat)	$ 0.40	3416	SF	$ 1,366.40
	b. Exterior Primer (1st Coat)	$ 0.40	1114	SF	$ 445.60
	c. Interior Painting (2nd Coat)	$ 0.40	3416	SF	$ 1,366.40
	d. Exterior Painting (2nd Coat)	$ 0.40	1114	SF	$ 445.60
	e. Doors Paint	$ 350.00	1	LS	$ 350.00
	9. Cleaning	$ 450.00	1	LS	$ 450.00
	10. Punch List	$ 1,000.00	1	LS	$ 1,000.00
					$ 40,088.15
IV. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	6	LS	$ 1,650.00
	2. Windows (30"x60")	$ 700.00	12	LS	$ 8,400.00
	3. Exterior Doors (Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	5	LS	$ 2,125.00
					$ 13,775.00
V. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
VI. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (Fire-test Top, soft closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	EA	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,750.00	1	EA	$ 2,750.00
					$ 5,250.00
VII. Plumbing Works					
	1. Sanitary and Water Piper (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 200.00	1	EA	$ 200.00
	3. Sanitary and Water Piper (Roof Slab)	$ 400.00	1	EA	$ 500.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 900.00
	5. Potable Water and Sanitary House Connection	$ 900.00	1	EA	$ 900.00
					$ 3,600.00
VIII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 950.00	1	EA	$ 950.00
	2. Electrical Conduit (Concrete Walls)	$ 300.00	1	EA	$ 300.00
	3. Electrical Conduit (Roof Slab)	$ 550.00	1	EA	$ 550.00
	4. Electrical Conduit (Masonry Walls)	$ 900.00	1	EA	$ 900.00
	5. Electrical (Wiring)	$ 950.00	1	EA	$ 950.00
	6. Finishing Work	$ 400.00	1	EA	$ 400.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 852.50	1	EA	$ 852.50
					$ 5,902.50
IX. Green Standard Compliance					
			1	LS	$ 4,800.00
					$ 4,800.00
X. Overhead					
			1	LS	$ 28,983.29
					$ 28,983.29
XI. Profit					
			1	LS	$ 14,180.07
					$ 14,180.07
	HARD COST SUB-TOTAL				$ 184,944.00
XII. Soft Cost					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 16,813.23
	Design and Permitting for Storm-Damaged Home Demolition and Abatement		1	LS	$ 4,161.69
	Services During Construction (Design Supervision)		1	LS	$ 4,994.03
	Overhead Cost (Soft Costs)		1	LS	$ 3,995.22
	Profit Cost (Soft Cost)		1	LS	$ 3,329.35
	Insurances		1	LS	$ 12,947.48
					$ 46,241.00
XIII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 4,830.55
	Insurance Cost (to ADA Compliance)		1	LS	$ 517.56
	Overhead Cost (to ADA Compliance)		1	LS	$ 862.60
	Profit Cost (to ADA Compliance)		1	LS	$ 690.08
					$ 6,900.78
		TOTAL			$ 238,105.78

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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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$14,543.66
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$3,599.92
SC-03	Services During Construction (Design Supervision)	$4,319.90
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$11,199.74
SC-05	Overhead Cost *(applicable to all soft costs)*	$3,455.92
SC-06	Profit Cost *(applicable to all soft costs)*	$2,879.93
Sub-Total Soft Costs [3]		**$39,999.06**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$124,997.05
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$22,499.47
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$12,499.71
Sub-Total Hard Costs [4]		**$159,996.22**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$4,260.62
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$456.50
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$760.83
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$608.66
Sub-Total ADA Compliance Delta Costs		**$6,086.60**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$199,995.28**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$206,081.88**

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Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and **(vi)** cost of insurance related to the work.

(7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.

(8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes 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.

Carlos Aldarondo

Proposer's Authorized Representative Signature

08/13/2019
Date

Carlos Aldarondo Rivera

Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

2 STORY MODEL HOUSE

I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 1,350.00	1	EA	$ 1,350.00
	2. Sodding	$ 1.00	1915	SF	$ 1,915.00
					$ 3,265.00
I. Concrete Works					
	1. Slab on Grade (includes carport pad, driveway and walkway)	$ 600.00	42	CY	$ 25,200.00
	2. Concrete Walls and Columns	$ 600.00	7.5	CY	$ 4,500.00
	3. Intermediate Slabs & Beams	$ 600.00	18	CY	$ 10,800.00
	4. Final Roof Slab & Beams	$ 600.00	9.25	CY	$ 5,550.00
	4. Insulation	$ 4.50	600	SF	$ 2,700.00
					$ 48,750.00
II. Finishes					
	1. CMU Walls	$ 3.70	1644	EA	$ 6,090.20
	2. Cement Plaster (Ceiling)	$ 5.00	1085	SF	$ 5,425.00
	3. Cement Plaster (Interior Walls)	$ 5.00	1904	SF	$ 9,520.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	1620	SF	$ 8,100.00
	5. Floor Topping	$ 2.25	1085	SF	$ 2,441.25
	6. Floor & Base Tiles (12"x12" Ceramic Tile)	$ 2.40	1129.75	SF	$ 2,711.40
	7. Interior Wall Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting				$ -
	a. Interior Primer (1st Coat)	$ 0.40	2989	SF	$ 1,195.60
	b. Exterior Primer (1st Coat)	$ 0.40	1620	SF	$ 648.00
	c. Interior Painting (2nd Coat)	$ 0.40	2989	SF	$ 1,195.60
	d. Exterior Painting (2nd Coat)	$ 0.40	1620	SF	$ 648.00
	e. Doors Paint	$ 250.00	1	LS	$ 250.00
	9. Cleaning	$ 450.00	1	LS	$ 450.00
	10. Punch List	$ 1,000.00	1	LS	$ 1,000.00
					$ 40,107.05
III. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	5	LS	$ 1,375.00
	2. Windows (30"x60")	$ 700.00	15	LS	$ 10,500.00
	3. Exterior Doors (Security Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	2	LS	$ 850.00
					$ 11,875.00
IV. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
V. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (Fire-test Top, soft closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	LS	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,275.00	1	LS	$ 2,275.00
					$ 4,775.00
VI. Plumbing Works					
	1. Sanitary and Water Pipes (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 200.00	1	EA	$ 200.00
	3. Sanitary and Water Pipes (Roof Slab)	$ 400.00	1	EA	$ 400.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 800.00
	5. Potable Water and Sanitary Connection	$ 800.00	1	EA	$ 800.00
					$ 3,300.00
VII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 950.00	1	EA	$ 950.00
	2. Electrical Conduit (Concrete Walls)	$ 350.00	1	EA	$ 350.00
	3. Electrical Conduit (Roof Slab)	$ 550.00	1	EA	$ 550.00
	4. Electrical Conduit (Masonry Walls)	$ 900.00	1	EA	$ 900.00
	5. Electrical (Wiring)	$ 950.00	1	EA	$ 950.00
	6. Finishing Works	$ 400.00	1	EA	$ 400.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 825.00	1	EA	$ 825.00
					$ 5,925.00
VIII. Green Standard Compliance					
			1	LS	$ 3,600.00
					$ 3,600.00
IX. Overhead					
			1	LS	$ 22,499.47
					$ 22,499.47
X. Profit					
			1	LS	$ 12,499.71
					$ 12,499.71
	HARD COST SUB-TOTAL				$ 159,994.22

XI. Soft Cost					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 14,543.66
	Design and Permitting for Storm-Damaged Home Demolition and Abatement		1	LS	$ 3,599.92
	Services During Construction (Design Supervision)		1	LS	$ 4,319.90
	Overhead Cost (Soft Costs)		1	LS	$ 3,455.92
	Profit Cost (Soft Cost)		1	LS	$ 2,879.93
	Insurance		1	LS	$ 11,199.74
					$ 39,999.06
XII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 4,260.62
	Insurance Cost (to ADA Compliance)		1	LS	$ 456.50
	Overhead Cost (to ADA Compliance)		1	LS	$ 760.83
	Profit Cost (to ADA Compliance)		1	LS	$ 608.66
					$ 6,086.60
		TOTAL			$ 206,081.88

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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost (1)
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) (2)(3)		
SC-01	Design and Permitting for Replacement Home Construction	$16,811.59
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$4,161.28
SC-03	Services During Construction (Design Supervision)	$4,993.54
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$12,946.22
SC-05	Overhead Cost *(applicable to all soft costs)*	$3,994.83
SC-06	Profit Cost *(applicable to all soft costs)*	$3,329.03
Sub-Total Soft Costs (3)		**$46,236.49**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) (4)(5)(6)		
HC-01	Replacement Home Construction Cost	$140,712.25
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$30,162.50
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$14,071.23
Sub-Total Hard Costs (4)		**$184,945.97**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$4,798.58
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$514.13
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$856.89
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$685.51
Sub-Total ADA Compliance Delta Costs		**$6,855.11**
Total Proposed Cost (Soft + Hard) for Standard Model Home (7)(9)		**$231,182.46**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home (8)(9)		**$238,037.58**

Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes; including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and **(xii)** cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and **(vi)** cost of insurance related to the work.

(7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.

(8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposes 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.

Carlos Aldarondo

Proposer's Authorized Representative Signature

08/13/2019
Date

Carlos Aldarondo Rivera

Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

			2 STORY MODEL HOUSE		
I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 1,900.00	1	EA	$ 1,900.00
	2. Sodding	$ 1.00	1710	SF	$ 1,710.00
					$ 3,610.00
I. Concrete Works					
	1. Slab on Grade (Includes carport pad, driveway and walkway)	$ 620.00	43	CY	$ 26,660.00
	2. Concrete Walls and Columns	$ 620.00	8.5	CY	$ 5,270.00
	3. Intermediate Slabs & Beams	$ 620.00	18	CY	$ 11,160.00
	4. Final Roof Slab & Beams	$ 620.00	12.5	CY	$ 7,750.00
	4. Insulation	$ 4.50	677	SF	$ 3,046.50
					$ 53,886.50
II. Finishes					
	1. CMU Walls	$ 3.70	1728	EA	$ 6,393.60
	2. Cement Plaster (Ceiling)	$ 5.00	1195	SF	$ 5,975.00
	3. Cement Plaster (Interior Walls)	$ 5.00	2080	SF	$ 10,400.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	1800	SF	$ 9,000.00
	5. Floor Topping	$ 2.25	1195	SF	$ 2,688.75
	6. Floor & Base Tiles (12"x12" Ceramic Tile)	$ 2.40	1254.75	SF	$ 3,011.40
	7. Interior Walls Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting				$ -
	a. Interior Primer (1st Coat)	$ 0.40	3275	SF	$ 1,310.00
	b. Exterior Primer (1st Coat)	$ 0.40	1800	SF	$ 720.00
	c. Interior Painting (2nd Coat)	$ 0.40	3275	SF	$ 1,310.00
	d. Exterior Painting (2nd Coat)	$ 0.40	1800	SF	$ 720.00
	e. Door Paint	$ 300.00	1	LS	$ 300.00
	9. Cleaning	$ 600.00	1	LS	$ 600.00
	10. Punch List	$ 1,200.00	1	LS	$ 1,200.00
					$ 44,060.75
III. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	6	LS	$ 1,650.00
	2. Windows (30"x60")	$ 700.00	17	LS	$ 11,900.00
	3. Exterior Doors (Security Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	3	LS	$ 1,275.00
					$ 16,425.00
IV. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
V. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (fire-test Top, self closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	LS	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,550.00	1	LS	$ 2,550.00
					$ 5,050.00
VI. Plumbing Works					
	1. Sanitary and Water Pipes (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 200.00	1	EA	$ 200.00
	3. Sanitary and Water Pipes (Roof Slab)	$ 400.00	1	EA	$ 400.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 800.00
	5. Potable Water and Sanitary Connection	$ 1,000.00	1	EA	$ 1,000.00
					$ 3,500.00
VII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 1,000.00	1	EA	$ 1,000.00
	2. Electrical Conduit (Concrete Walls)	$ 400.00	1	EA	$ 400.00
	3. Electrical Conduit (Roof Slab)	$ 600.00	1	EA	$ 600.00
	4. Electrical Conduit (Masonry Walls)	$ 950.00	1	EA	$ 950.00
	5. Electrical (Wiring)	$ 1,000.00	1	EA	$ 1,000.00
	6. Finishing Works	$ 450.00	1	EA	$ 450.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 880.00	1	EA	$ 880.00
					$ 6,280.00
VIII. Green Standard Compliance					
			1	LS	$ 4,500.00
					$ 4,500.00
IX. Overhead					
			1	LS	$ 30,162.50
					$ 30,162.50
X. Profit					
			1	LS	$ 14,071.23
					$ 14,071.23
	HARD COST SUB-TOTAL				$ 184,945.97

XI. Soft Cost					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 16,811.59
	Design and Permitting for Storm-Damaged Home Demolition and Abatement		1	LS	$ 4,161.28
	Services During Construction (Design Supervision)		1	LS	$ 4,993.54
	Overhead Cost (Soft Costs)		1	LS	$ 3,994.83
	Profit Cost (Soft Cost)		1	LS	$ 3,329.03
	Insurance		1	LS	$ 12,946.22
					$ 44,234.49
XII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 4,798.58
	Insurance Cost (to ADA Compliance)		1	LS	$ 514.13
	Overhead Cost (to ADA Compliance)		1	LS	$ 856.89
	Profit Cost (to ADA Compliance)		1	LS	$ 685.51
					$ 6,855.11
		TOTAL			$ 238,037.58

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: Rebuilders PR, LLC

1. **Model Home Proposed:**

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

2. **Model Home Proposed Maximum Budget:**

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$18,588.44
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$4,601.10
SC-03	Services During Construction (Design Supervision)	$5,521.32
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$14,314.53
SC-05	Overhead Cost *(applicable to all soft costs)*	$4,417.06
SC-06	Profit Cost *(applicable to all soft costs)*	$3,680.88
Sub-Total Soft Costs [3]		**$51,123.33**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$152,606.95
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$36,625.67
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$15,260.70
Sub-Total Hard Costs [4]		**$204,493.31**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$5,209.64
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$558.18
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$930.29
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$744.23
Sub-Total ADA Compliance Delta Costs		**$7,442.35**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$255,616.64**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$263,058.99**

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Notes on Cost Form:

(1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.

(2) Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

(3) Soft Costs include **(i)** the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; **(ii)** the design and permitting for the demolition and abatement of the storm-damaged home; **(iii)** the cost of any insurance related to the works; and **(iv)** the operational costs related to the design and permitting work; **(v)** overhead cost associated to the design and permitting work; **(vi)** profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.

(4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: $145,000 for single-story 2-bedroom Replacement Homes; $160,000 for two-story 2-bedroom Replacement Homes; $170,000 for single-story 3-bedroom Replacement Homes; $185,000 for two-story 3-bedroom Replacement Homes; $185,000 for single-story 4-bedroom Replacement Homes; and $205,000 for two-story 4-bedroom Replacement Homes.**

(5) Hard Costs include: **(i)** construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; **(ii)** construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; **(iii)** construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); **(iv)** construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); **(v)** a 75 feet connection length for power to existing utilities; **(vi)** a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; **(vii)** a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); **(viii)** softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; **(ix)** operational costs associated to the construction of the Replacement Home; **(x)** overhead costs associated to the construction of the Replacement Home; **(xi)** profit costs associated to the construction of the Replacement Home; and **(xii)** cost of other related activities not excluded from the hard / construction caps.

(6) Hard Costs exclude: **(i)** any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); **(ii)** any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); **(iii)** demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); **(iv)** any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); **(v)** cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality 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 Proposes 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.

Carlos Aldarondo

Proposer's Authorized Representative Signature

08/13/2019
Date

Carlos Aldarondo Rivera

Proposer's Authorized Representative Printed Name

REBUILDERS PR, LLC
PO Box 192484
San Juan, P.R.

PROJECT: CDBG-DR-RFP-2018-09

COST BREAKDOWN FOR REPLACEMENT HOMES (Rev. BAFO 08/09/2019)

2 STORY MODEL HOUSE

I. Site Improvements					
	1. Building Pad Preparation (Clearing, Excavation and Backfill)	$ 2,250.00	1	EA	$ 2,250.00
	2. Sodding	$ 1.00	1510	SF	$ 1,510.00
					$ 3,760.00
I. Concrete Works					
	1. Slab on Grade (Includes carport pad, driveway and walkway)	$ 620.00	47	CY	$ 29,140.00
	2. Concrete Walls and Columns	$ 620.00	9	CY	$ 5,580.00
	3. Intermediate Slabs & Beams	$ 620.00	18	CY	$ 11,160.00
	4. Final Roof Slab & Beams	$ 620.00	15.75	CY	$ 9,765.00
	4. Insulation	$ 4.50	787	SF	$ 3,541.50
					$ 59,186.50
II. Finishes					
	1. CMU Walls	$ 3.70	1810	EA	$ 6,697.00
	2. Cement Plaster (Ceiling)	$ 5.00	1305	SF	$ 6,525.00
	3. Cement Plaster (Interior Walls)	$ 5.00	2266	SF	$ 11,280.00
	4. Cement Plaster (Exterior Walls) Stucco	$ 5.00	1800	SF	$ 9,000.00
	5. Floor Topping	$ 2.25	1305	SF	$ 2,936.25
	6. Floor & Base Tiles (12" x 12" Ceramic Tile)	$ 2.40	1379.75	SF	$ 3,311.40
	7. Interior Walls Tiles	$ 2.40	180	SF	$ 432.00
	8. Painting				$ -
	a. Interior Primer (1st Coat)	$ 0.40	3561	SF	$ 1,424.40
	b. Exterior Primer (1st Coat)	$ 0.40	1800	SF	$ 720.00
	c. Interior Painting (2nd Coat)	$ 0.40	3561	SF	$ 1,424.40
	d. Exterior Painting (2nd Coat)	$ 0.40	1800	SF	$ 720.00
	e. Doors Paint	$ 350.00	1	LS	$ 350.00
	9. Cleaning	$ 625.00	1	LS	$ 625.00
	10. Punch List	$ 1,250.00	1	LS	$ 1,250.00
					$ 46,695.45
III. Doors & Windows					
	1. Interior Wood Doors	$ 275.00	7	LS	$ 1,925.00
	2. Windows (30"x60")	$ 700.00	19	LS	$ 13,300.00
	3. Exterior Doors (Aluminum and Glass & Full Alum.) 3'x8'	$ 800.00	2	LS	$ 1,600.00
	4. Closet Doors & Shelving	$ 425.00	4	LS	$ 1,700.00
					$ 18,525.00
IV. Bathroom Equipment & Accessories					
	1. Bathroom Equipments	$ 1,250.00	1	EA	$ 1,250.00
	2. Bathroom Accessories	$ 400.00	1	EA	$ 400.00
	3. Solar Water Heater	$ 1,750.00	1	EA	$ 1,750.00
					$ 3,400.00
V. Kitchen Cabinets, Bathroom Vanities & Appliances					
	1. Cabinets (Fire -test Top, soft closing hinges & drawers for Kitchen and Baths)	$ 2,500.00	1	LS	$ 2,500.00
	2. Appliances (18 Cu. Ft Fridge and 30" Stove, Fans)	$ 2,750.00	1	LS	$ 2,750.00
					$ 5,250.00
VI. Plumbing Works					
	1. Sanitary and Water Pipes (Floor Slabs)	$ 1,100.00	1	EA	$ 1,100.00
	2. Sanitary and Water Pipes (Concrete Walls)	$ 250.00	1	EA	$ 250.00
	3. Sanitary and Water Pipes (Roof Slab)	$ 400.00	1	EA	$ 550.00
	4. Sanitary and Water Pipes (Masonry Walls)	$ 800.00	1	EA	$ 900.00
	5. Potable Water and Sanitary Connection	$ 1,000.00	1	EA	$ 900.00
					$ 3,700.00
VII. Electrical Works					
	1. Electrical Conduit (Floor Slab)	$ 1,050.00	1	EA	$ 1,050.00
	2. Electrical Conduit (Concrete Walls)	$ 450.00	1	EA	$ 450.00
	3. Electrical Conduit (Roof Slab)	$ 650.00	1	EA	$ 650.00
	4. Electrical Conduit (Masonry Walls)	$ 1,000.00	1	EA	$ 1,000.00
	5. Electrical (Wiring)	$ 1,050.00	1	EA	$ 1,050.00
	6. Finishing Works	$ 500.00	1	EA	$ 500.00
	7. Electrical house/lot connection	$ 1,000.00	1	EA	$ 1,000.00
	8. Lighting Fixtures	$ 990.00	1	EA	$ 990.00
					$ 6,690.00
VIII. Green Standard Compliance					
			1	LS	$ 5,400.00
					$ 5,400.00
IX. Overhead					
				LS	$ 36,625.67
					$ 36,625.67
X. Profit					
				LS	$ 15,260.70
					$ 15,260.70
	HARD COST SUB-TOTAL				$ 204,493.31

XI. Soft Cost					
	Design and Permitting				
	Design and Permitting for Replacement Home Construction		1	LS	$ 18,588.44
	Design and Permitting for Storm-Damaged Home Demolition and Abatement		1	LS	$ 4,601.10
	Services During Construction (Design Supervision)		1	LS	$ 5,521.32
	Overhead Cost (Soft Cost)		1	LS	$ 4,417.06
	Profit Cost (Soft Cost)		1	LS	$ 3,680.88
	Insurances		1	LS	$ 14,314.53
					$ 51,123.33
XII. ADA Compliance					
	Replacement Home ADA Compliance Delta Hard Cost		1	LS	$ 5,209.64
	Insurance Cost (to ADA Compliance)		1	LS	$ 558.18
	Overhead Cost (to ADA Compliance)		1	LS	$ 930.29
	Profit Cost (to ADA Compliance)		1	LS	$ 744.23
					$ 7,442.35
		TOTAL			$ 263,058.99

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.

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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[1]. 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.

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- **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[2]:** Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to **$100.00** for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

[1] Pursuant to Planning Board Resolution No. JPE-2019-071, Program repair works, under certain conditions, are exempt from the Construction Permit requirement in the *Reglamento Conjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenos, y Operación de Negocios*. The Program, however, must comply with the proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

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

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

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

Metrics, Milestones, and Performance

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

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- **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[3] 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[3] has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- **Client and Homeowner Satisfaction:** This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

[3] Notice to Proceed refers to the assignment of a home to the Contractor. Not to the Notice to Proceed for Repair or Replacement Home Construction Work referenced in the timefromes 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.

Attachment F

GOVERNMENT OF PUERTO RICO
Department of Housing

FORM DV-OSPA-78-5

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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR CONSTRUCTION SERVICES

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

A. All bidders will submit a BID BOND

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

a. Certified check, or

b. Bank draft

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

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

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

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

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

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

( ) 3. **Crime Insurance**

COVERAGE REQUIRED
III. **Employee Dishonesty:**
• Limit - $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
IV. **Forgery & Alteration Form:**
• Limit - $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
V. **Theft, Disappearance & Destruction (Inside/Outside):**
• Limit $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
VI. **Computer Fraud:**
• Limit $500,000 Per Occurrence • Deductible $5,000 Per Occurrence

(X) 4. **Comprehensive Automobile Liability Form including the following insurance coverages**

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

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

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

(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

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

(X) **6. <u>Cyber Liability</u>**

Limit - $5,000,000.00

(X) **7. <u>Umbrella</u>**

Limit - $10,000,000.00

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

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

(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. <u>Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond</u>**

(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 Obliged Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost $15,000.00 or more.

(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. <u>Guarantee Bond for Materials and Repairs</u>**

(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

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(X) **g.** This bond must be submitted for approval before the final payment of the contract is made.

(X) **11.** The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico.**

(X) a. Breach of warranty
(X) b. Waiver and / or Release of Subrogation
(X) c. Additional Insured Clause
(X) d. Hold Harmless Agreement
(X) e. 90 Days Cancellation Clause

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

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.

2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:

3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.

4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact

5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.

6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.

7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.

8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

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D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.

2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".

3. Submit to the ***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:

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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.

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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.

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14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;
(ii) Requiring unnecessary experience and excessive bonding;
(iii) Noncompetitive pricing practices between firms or between affiliated Companies;
(iv) Noncompetitive awards to consultants that are on retainer contracts,
(v) Organizational conflicts of interest;
(vi) Specifying only a brand name product instead of allowing an equal

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product to be offered and describing the performance of other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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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.

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Equal Opportunity for Workers with Disabilities:

1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

   (i) Recruitment, advertising, and job application procedures;
   (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   (iii) Rates of pay or any other form of compensation and changes in compensation;
   (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
   (v) Leaves of absence, sick leave, or any other leave;
   (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
   (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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(viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

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

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

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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

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 autharized in Executive Order 11246 and such other sanctions as may be imposed and remedies invaked 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 low.

8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non- compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding $10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reasan.

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.

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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.

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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.

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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.

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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

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).

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GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE LA VIVIENDA

ACUERDO LABORAL DE PROYECTO ENTRE

EL DEPARTAMENTO DE LA VIVIENDA DE PUERTO RICO

Y

REBUILDERS PR, LLC

ARTÍCULO 1. —BASE LEGAL

Se adopta este Acuerdo Laboral de Proyecto (en adelante, "Acuerdo") de conformidad y en cumplimiento con la Sección 3ra. del Boletín Administrativo Núm. OE-2018-033, titulado "Orden Ejecutiva del Gobernador de Puerto Rico, Hon. Ricardo A. Rosselló Nevares, para aumentar el salario mínimo de los trabajadores de la construcción, poner en vigor las leyes que requieren el uso de cemento producido en Puerto Rico y requerir el uso de acuerdos laborales en proyectos de construcción sufragados con fondos públicos", promulgado el 30 de julio de 2018 (en adelante, "OE-2018-033").

ARTÍCULO 2. —PROPÓSITO

El Gobierno de Puerto Rico desea abonar al bienestar económico de los trabajadores de la construcción, fomentar la paz laboral, la seguridad de los empleados y promover la ejecución eficiente y puntual del Proyecto de Construcción, según definido en el Artículo 4 de este Acuerdo, de manera que se cumpla con la política pública esbozada en la OE-2018-033. De conformidad con la Sección 4ta de la OE-2018-033, este Acuerdo fomentará el logro de estos objetivos, y exclusivamente: vincula a todos los contratistas y subcontratistas que participen del Proyecto de Construcción; contiene herramientas para evitar interrupciones derivadas de disputas laborales; promueve la armonía laboral; proporciona mecanismos uniformes para la solución de conflictos laborales; y fomenta la cooperación entre los contratistas y sus trabajadores en asuntos relacionados a la productividad y la seguridad ocupacional.

ARTÍCULO 3. —PARTES DEL ACUERDO

Este documento es un Acuerdo Laboral de Proyecto suscrito por el Departamento de la Vivienda de Puerto Rico, como agencia, corporación pública, instrumentalidad, oficina o dependencia de la Rama Ejecutiva del Gobierno de Puerto Rico (en adelante, "Agencia"), y Rebuilders PR, LLC, como contratista que emplea

trabajadores para la construcción del Proyecto de Construcción (en adelante, "Contratista").

ARTÍCULO 4. —PROYECTO DE CONSTRUCCIÓN

El Programa de Reparación, Reconstrucción, o Reubicación (en adelante "Proyecto de Construcción") proporciona asistencia a propietarios de viviendas para reparar hogares dañados y reconstruir unidades de vivienda significativamente afectadas por los Huracanes Irma y María en septiembre de 2017. El Proyecto de Construcción proveerá tres (3) distintos tipos de asistencia: reparación, reconstrucción, y reubicación. Los trabajos de diseño y construcción de los trabajos a implementarse, independientemente del tipo de asistencia a ser provista, serán implementados por el Contratista y su equipo. El Contratista será asignado casos para reparar hogares y casos para reconstruir hogares en sitio o en una nueva localidad fuera de peligro. Los casos serán asignados al Contratista mediante Órdenes de Tarea. La emisión de Órdenes de Tarea por la Agencia estará basada en el desempeño y capacidad del Contratista de realizar trabajos en el Proyecto de Construcción.

ARTÍCULO 5. —RESPONSABILIDADES Y OBLIGACIONES DE LAS PARTES

Este Acuerdo será vinculante para la Agencia y todos los Contratistas de todos los niveles que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del Departamento del Trabajo y Recursos Humanos (en adelante, "DTRH"). Los Contratistas incluirán en cualquier subcontrato suscrito durante el plazo de este Acuerdo, una cláusula a los efectos de que sus subcontratistas, de todos los niveles, serán partes vinculadas por este Acuerdo con respecto a todo trabajo subcontratado dentro del alcance del Proyecto de Construcción. Además, todos los Contratistas y los subcontratistas que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del DTRH, deberán incluir una cláusula en el contrato mediante la cual se obliguen a cumplir las disposiciones de este Acuerdo.

La Agencia no será responsable por ninguna violación de este Acuerdo. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. La responsabilidad de cualquier Contratista en virtud del presente Acuerdo será individual y no mancomunada. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. Disponiéndose que la compensación de los trabajadores contratados por subcontratistas que no cumplieron con el requisito del salario mínimo será responsabilidad del Contratista.

Nada en este Acuerdo limita la discreción exclusiva de la Agencia para determinar a qué Contratista se le adjudicarán los contratos para el Proyecto de Construcción. La Agencia retiene autoridad para cancelar, retrasar o suspender en todo o en parte el Proyecto de Construcción.

Además de lo dispuesto en este Acuerdo, en la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, la responsabilidad de este último se regirá según lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*.

ARTÍCULO 6. —SALARIOS

A todos los trabajadores cubiertos por este Acuerdo se les pagará una tarifa de salario no menor de quince dólares ($15.00) por hora, de conformidad con la OE-2018-033, la Carta Circular del DTRH Núm. 2018-01 y el Artículo 9 de este Acuerdo. En caso de que el trabajador tenga derecho a devengar un salario mayor al contemplado en la OE-2018-033, por razón de alguna ley federal o estatal, el contratista y los subcontratistas vendrán obligados a pagar el salario más alto. El Contratista exhibirá en un lugar visible del Proyecto de Construcción, el afiche confeccionado por el DTRH sobre el salario mínimo establecido en la OE-2018-033. Disponiéndose que la clasificación de una persona como contratista independiente no será, por sí sola, fundamento para evitar el salario mínimo dispuesto por la OE-2018-033.

Según dispone la Sección 3 de la Ley Núm. 17 de 17 de abril de 1931, según enmendada, conocida como "*Ley de Pago de Salarios*", los trabajadores recibirán su compensación ya sea en metálico, mediante cheque, depósito directo, transferencia electrónica o créditos a una tarjeta de nómina, a intervalos que no excederán de quince (15) días. Cuando un trabajador es despedido o renuncia a su trabajo durante cualquier día de la semana, el Contratista compensará el importe del número de días trabajados, no más tarde del próximo día oficial de pago en la forma acordada.

De ser aplicables las disposiciones de la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como "*Ley para Establecer la Jornada de Trabajo en Puerto Rico*", por no existir un convenio colectivo vigente negociado por una organización obrera, el Contratista deberá suministrar a cada trabajador un talonario de pago que contenga la siguiente información: nombre y dirección del Contratista, nombre del empleado, puesto, fecha y periodo de trabajo

comprendido por el pago, total de horas regulares y extraordinarias, salario devengado por concepto de horas regulares y extraordinarias; adiciones y deducciones, indicando el concepto por el cual se hacen; y la cantidad neta recibida por el trabajador. El patrono deberá hacer disponible, durante el término de cinco (5) días calendario posteriores al pago, el talonario de pago a través de algún método que garantice su recibo de conformidad con el Artículo XV del Reglamento del DTRH Núm. 9017 de 4 de abril de 2018, "*Reglamento para Administrar la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como 'Ley para Establecer la Jornada de Trabajo en Puerto Rico'*".

Las Partes reafirman la política de no discrimen en el taller de trabajo por alguna de las causales prohibidas por ley, así como con la política pública dirigida a promover igual paga por igual trabajo de conformidad con la Ley 16-2017, "*Ley de Igualdad Salarial de Puerto Rico*", y la Ley 61-2017. Además, el Contratista reconoce que ha consultado las "*Guías Uniformes para el Autoestudio de Igualdad Salarial en el Empleo*" de 10 de agosto de 2017, en aras de realizar cualquier evaluación interna para corroborar que no discrimina salarialmente a sus empleados por razón de sexo.

Será de aplicación todo otro aspecto de la legislación y reglamentación federal y estatal referente a cómo se paga el salario mínimo y qué constituyen horas o tiempo de trabajo.

ARTÍCULO 7. —PROCEDIMIENTO ANTE EL DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS

Cualquier trabajador cubierto por este Acuerdo, por las disposiciones de la OE-2018-033 y por la Carta Circular Núm. 2018-01, emitida por el DTRH, que alegue alguna violación a sus disposiciones salariales, podrá comunicarse con el Negociado de Normas del Trabajo del DTRH para denunciar el incumplimiento. El DTRH iniciará un procedimiento expedito de atención a estas reclamaciones para su pronta solución a tenor con el Memorando del Secretario Núm. 2018-05.

El Contratista deberá cooperar con los Investigadores del Negociado de Normas del Trabajo y con cualquier otro empleado o funcionario al cual el Secretario del DTRH le haya conferido autoridad para investigar estas reclamaciones. Además, el Contratista tendrá la obligación de entregar los documentos de nómina, copia de los contratos o cualquier otro documento requerido por dichos empleados y/o funcionarios con autoridad delegada.

De conformidad con la Ley 115-1991, según enmendada, el Contratista no podrá despedir, amenazar o discriminar contra un trabajador con relación a los términos, condiciones, compensación, ubicación, beneficios o privilegios del

empleo porque el trabajador ofrezca o intente ofrecer, verbalmente o por escrito, cualquier testimonio, expresión o información, relacionada con los derechos conferidos por la OE-2018-033, ante el DTRH o cualquier otro foro legislativo, administrativo o judicial, cuando dichas expresiones no sean de carácter difamatorio ni constituyan divulgación de información privilegiada establecida por ley.

Nada de lo dispuesto en este Artículo impide que un trabajador acuda al foro judicial para hacer valer sus derechos, solicitar cualesquiera otros remedios legales que fueren necesarios para hacer efectivos los términos de la OE-2018-033 y hacer que se cumplan las reglas, órdenes y determinaciones que hubiera dictado el Secretario del DTRH en el uso de los poderes que le confiere esta.

ARTÍCULO 8. —RESOLUCIÓN DE DISPUTAS

El Contratista, así como cualquier otro subcontratista, deberá tomar pasos afirmativos para solucionar controversias laborales en aras de evitar, pero no prohibir, paradas, huelgas, bloqueos o cierres que puedan poner en riesgo la culminación puntual del Proyecto de Construcción. Si luego de intentar solucionar de manera interna la controversia aún se materializa alguno de estos conflictos, tanto la Agencia como el Contratista se comprometen a notificar al DTRH en un término de cuarenta y ocho (48) horas de culminar los esfuerzos internos de resolución. El DTRH enviará un mediador o árbitro del DTRH, en un término de dos (2) días laborables de haber sido notificado, que intentará resolver la situación. El procedimiento alterno de resolución de conflictos ante el DTRH tendrá carácter prioritario; y deberá culminarse en o antes de treinta (30) días, contados a partir de la designación del mediador o árbitro.

Nada de lo dispuesto en este Artículo impide que las partes involucradas acudan a cualquier otro foro legislativo, administrativo o judicial en aras de hacer valer sus derechos.

ARTÍCULO 9. —REQUISITOS DE SEGURIDAD Y PROTECCIÓN

Cada Contratista se asegurará de cumplir y mantener, en el sitio del Proyecto de Construcción, los requisitos de seguridad vigentes de conformidad con las normas y reglamentos estatales y federales aplicables, incluyendo los promulgados por la Administración de Seguridad y Salud Ocupacional de Puerto Rico ("PR OSHA", por sus siglas en inglés) adscrita al DTRH.

Dentro de sesenta (60) días de haber firmado el contrato, el Contratista deberá comunicarse con PR OSHA para solicitar un entrenamiento sobre los estándares de seguridad y salud ocupacional que deberán implementarse durante el transcurso del Proyecto de Construcción.

Además, cada Contratista deberá asegurarse que los obreros no-diestros participen de los programas de capacitación sobre temas relevantes en la industria de la construcción, relacionados a los códigos de construcción, seguridad, permisos, entre otros, de conformidad con el proceso y las directrices que imparta la Oficina de Gerencia y Permisos del Gobierno de Puerto Rico ("OGPe") sobre el particular. El cumplimiento con dichos programas de capacitación será un requisito indispensable para que los obreros no-diestros puedan continuar devengando el salario mínimo de quince dólares ($15.00) por hora dispuesto en la OE-2018-033 e interpretado en la Carta Circular Núm. 2018-01 del DTRH. Será deber de cada Contratista cumplir con los deberes y las directrices impartidas por la OGPe sobre este particular.

ARTÍCULO 10. —UNIONES Y SINDICATOS

La implementación de las disposiciones de este Acuerdo no se entenderá como el reconocimiento por parte del Contratista o la Agencia de una unión laboral como representante sindical exclusivo de cualquier grupo de empleados en el taller de trabajo, de conformidad con la Sección 9na. de la OE-2018-033.

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En la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, le corresponde a este último negociar con el representante sindical las condiciones laborales y el proceso de resolución de controversias. En ese sentido, la relación entre el Contratista y los trabajadores se regirá por lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*, en toda sección y parte que no sea incompatible con el Acuerdo.

ARTÍCULO 11. —APLICABILIDAD A EMPLEADOS

Las disposiciones de este acuerdo aplican a todo obrero de la construcción (diestro o no- diestro) que ejerce tareas físicas o manuales en su naturaleza dentro del Proyecto de Construcción, según definido en la OE-2018-033 y la Carta Circular del DTRH Núm. 2018-01. Las siguientes personas no están sujetas a las disposiciones de este Acuerdo, aunque realicen tareas del Proyecto de Construcción:

a. "Profesionales", "ejecutivos" y "administradores", según definidos por el Reglamento del DTRH Núm. 7082 de 18 de enero de 2006, conocido como "Reglamento Número 13 — Quinta Revisión (2005)".

b. Empleados que no ejercen funciones manuales o físicas directamente dentro del Proyecto de Construcción, limitándose únicamente a realizar tareas en conexión con la obra pública, tales como: monitores de seguridad/vigilancia del área, cronometradores, carteros, oficinistas, secretarias, mensajeros, guardias, labores de contabilidad (nómina, teneduría de libros), técnicos, recepcionistas, operadores de cuadro telefónico, procesamiento de data electrónica, listeros y otras tareas análogas, y todo aquel que realice labores de índole administrativa únicamente.

c. Los empleados de la Agencia, o de cualquier otra entidad estatal, incluso si trabajan en el sitio del Proyecto de Construcción mientras esté en curso.

ARTÍCULO 12. —APLICABILIDAD A ENTIDADES

Este Acuerdo estará disponible y se aplicará plenamente a cualquier postor exitoso para el Proyecto de Construcción que se convierta en firmante del mismo, independientemente de si realiza trabajo en otros proyectos. Este Acuerdo no aplicará al trabajo de ningún Contratista que se realice en otros proyectos. Tampoco aplicará a aquellas matrices, subsidiarias o afiliadas de cualquier Contratista que no participe directamente en el Proyecto de Construcción.

Las condiciones laborales de este Acuerdo no aplicarán a la Agencia, ni a ninguna otra entidad pública, y nada de lo contenido en este documento se interpretará como que prohíbe a sus empleados a realizar trabajo dentro o fuera del lugar del Proyecto de Construcción.

ARTÍCULO 13. —SEPARABILIDAD

Si cualquier parte de este Acuerdo fuera anulada, se determinara que infringe la ley o que pudiera ocasionar la pérdida de todo o parte del financiamiento del Proyecto de Construcción, se considerará, temporal o permanentemente, nula e inválida. No obstante, el resto del Acuerdo permanecerá en pleno vigor y efecto en la medida permitida por ley. Es la voluntad expresa e inequívoca de las Partes que los foros correspondientes hagan cumplir las disposiciones y la aplicación de este Acuerdo en la mayor medida posible, aunque se deje sin efecto, anule, invalide, perjudique o declare inconstitucional alguna de sus partes, o su aplicación a alguna persona o circunstancias.

ARTÍCULO 14.- EXCLUSIVIDAD DE ACUERDOS

Este documento contiene los únicos acuerdos de todos los firmantes en relación a las condiciones laborales que deben regir en el Proyecto de Construcción y reemplazan cualquier otro acuerdo entre las partes sobre condiciones laborales que de otro modo aplicaría al Proyecto de Construcción, en su totalidad o en parte. No se exigirá que ningún Contratista otorgue otro acuerdo sobre condiciones laborales como requisito para llevar a cabo el Proyecto de Construcción.

ARTÍCULO 15. –VIGENCIA

Este Acuerdo entrará en vigor de forma inmediata mediante la aprobación y firma de (1) la autoridad nominadora de la Agencia y (2) el Contratista. Se entiende que este Acuerdo, junto con todas sus disposiciones, permanecerá vigente para todo el Proyecto de Construcción hasta su finalización, incluso si no se completa antes de la fecha de vencimiento del contrato.

POR ESTAR CONFORME CON LO ANTERIOR, las partes firman este Acuerdo el día 13 de noviembre de 2019.

DEPARTMENTO DE LA VIVIENDA

Fernando A. Gil-Enseñat, Esq.
Secretary

REBUILDERS PR, LLC

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