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

AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROPRAMIVIEND CONSTRUCTION MANAGERS **BETWEEN THE** PUERTO RICO DEPARTMENT OF HOUSING **AND** SLSCO, LLP.

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 12 of December, 2019, by and between the PUERTO RICO DEPARTMENT OF HOUSING (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and SLSCO, LLP (hereinafter, the "CONTRACTOR"), with principal offices 207 Calle del Parque, 5th Floor, San Juan, Puerto Rico, herein represented by Matthew R. Tindall, in his capacity as Project Manager, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

ram Construction Managers
In the PRDOH and SLSCO, LLP under CDBG-DR
of 26

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

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

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

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

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

WHEREAS, the PRDOH desires to enter into an agreement with SLSCO, LLP. 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 combined 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

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 3 of 26



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

- 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); <u>Account Number: R01H07RRR-DOH-LM 6090-01-000</u>
- **C.** Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C**.



- **D.** Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- **E.** The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- **F.** An authorized representative of the PRDOH will review each invoice within five (5) days after submission 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 approved invoice. PRDOH reserves the right to conduct audits of additional non-proprietary supporting documentation maintained by CONTRACTOR upon reasonable advance notice. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- **G.** While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- **H.** CONTRACTOR shall be liable to the PRDOH for any costs properly disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- I. Not used.
- J. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
- **K.** In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

# V. REIMBURSABLE EXPENSES

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



## VI. ADDITIONAL SERVICES

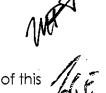
Should additional services be needed by the PRDOH, such additional services and the compensation to be paid to CONTRACTOR in connection with performance of said additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed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

#### VII. OWNERSHIP AND USE OF DOCUMENTS

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

## VIII. DOCUMENTATION AND 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 non-confidential and proprietary records and financial statements, upon reasonable advance notice, 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 or CONTRACTOR business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- **B.** Non-Disclosure: CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or self, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents: Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief: The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly,



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



## XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Agreement shall: (i) meet or exceed the standards of CONTRACTOR's trade, profession, or industry; (ii) meet or exceed the specifications set forth in the Attachments; and (iii) 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 thirty (30) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon the date specified in such notice, the CONTRACTOR shall 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. 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. In the event of a suspension that continues for more than \_\_\_\_ days, CONTRACTOR shall have the right, but not the obligation, to terminate this agreement upon not less than thirty (30) days' prior notice to PRDOH.
- E. 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. If CONTRACTOR has been noncompliant, breached any representation, warranties, covenants, or the certifications provided herein, whether 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.
- **F. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

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

## XIII. PENALTIES AND LIQUIDATED DAMAGES

## A. Penalties

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

## B. Liquidated damages

CONTRACTOR will be subject to liquidated damages as related to their timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the CONTRACTOR for each home where work is to be performed. The CONTRACTOR shall pay to PRDOH, as liquidated damages, one hundred dollars (\$100) for each calendar day that any task deliverable required is late until deemed in compliance, in accordance with Attachment E. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. 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. For the avoidance of doubt, any failure by CONTRACTOR to timely perform which is caused by: (i) action or inaction of PRDOH, (ii) actions of any Federal, state or local agency not resulting from Contractor's performance, or (iii) delays caused by "force majeure" as defined in Section XVII, below, shall not form the basis for imposition of liquidated damages under this Section XIII.

If the CONTRACTOR requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed"



R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 10 of 26 WAR

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, shall either party hereto be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

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

## XV. INSURANCE

## A. Required Coverage

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

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

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

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

#### B. Endorsements

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

- 1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
- 2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
- 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 PROOH TO PROCEED.

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

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

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

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

## XVI. HOLD HARMLESS

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

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 12 of 26



## 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, save and except for the obligations of the parties to pay money as and when due hereunder.

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

## XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

## XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 13 of 26



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

Matthew R. Tindall SLSCO, LLP Project Manager PO Box 131486 Houston, Texas 77219

## 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

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 14 of 26

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applicable provisions described in Appendix II to part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

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

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 15 of 26



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 noncompliance with OE-2018-033. In addition, the CONTRACTOR recognizes that noncompliance with this clause could lead to cancellation, without more, of this Agreement.

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

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

- B. Compliance with Act No. 173. The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors and Landscape Architects of Puerto Rico Act", 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- C. Compliance with Executive Order No. 24: Pursuant to Executive Order No. 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- D. Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.



- **E. Social Security and Income Tax Retentions**: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- F. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- G. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda del Gobierno de Puerto Rico). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- H. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note: It is established that all contracts and agreements, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- I. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".
- J. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- K. Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, ef 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."

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 17 of 26



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.
  - 4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described

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

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

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

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

- XXV. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)
- A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretario de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- **B.** Termination Clause: The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.

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

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

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 19 of 26



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

#### XXVII. SECTION 3 CLAUSE

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

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

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

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

## XXIX. EQUAL OPPORTUNITY

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



R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 21 of 26



- 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.



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.

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 23 of 26



- 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.



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

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.

#### XIII. **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.

R3 Program Construction Managers Between the PRDOH and SLSCO, LLP under CDBG-DR Page 25 of 26





## XLVII. RECAPTURE OF FUNDS

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

#### XLVIII. OVERPAYMENT

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

#### XLIX. DISPUTE RESOLUTION

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

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

## L. SEVERABILITY

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

## LI. COUNTERPARTS

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

### LII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit;



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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** 

SLSCO, LLP

Fernando A. Gil-Enseñat, Esq.

Secretary

Project Manager

DUNS No. 828782735



## **NOTICE OF AWARD**

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

/ LE

September 10, 2019

By email: wsullivan@slsco.com

William Sullivan Principal SLSCO LTD PO Box 131486 Houston, TX 77219

Re: N

**Notice of Award** 

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

Dear Mr. Sullivan:

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, SLSCO LTD 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;

CPANIMENT OF HOUSING

606 Barbosa Avenue, Building Juan C. Cordero Dávila Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365 T. (787) 274-2527 | www.vivienda.pr.gov

Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 2 / 6



- 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-toexceed 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-toexceed 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-toexceed 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-toexceed 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 Conceptual Design Plan for Submissions Total Mandatory Section 3 Qualifi-Work Single-Two-Story Technical cations Complian Req. Approach Story 3-Score

"Qualified No. Proposer Name Proposer' ce <u>Bedroom</u> Bedroon 1 Excel Contractors, LLC 5.00 255.00 Yes 84.00 96.33 35.00 Pass 34.67



Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 3 / 6



	. Proposer Name		y Qualifi- cations	Work Approach	Conceptual Design Submissions		Plan for	Total	
No		Mandatory Req.			Single- Story 3- Bedroom	Two-Story 3- Bedroom	- Section 3 Complian ce	Technical Score	"Qualified Proposer"
2	SLSCO LTD	Pass	88.68	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	Pilato 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	л/а
12	Rebuilders PR LLC	Pass	81.00	81,34	36.67	37,33	5.00	241.34	Yes
13	Design 8ulld 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.	Fall	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18	CIC Canstruction 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	Venegos Construction, Corp.	Pass	84.66	94.67	40,33	40.00	5.00	264.66	Yes
22	4 Contractors JV	Pass	78.00	88.34	40.33	40.33	5.00	252.00	Yes
23	RV Engineering Group, Corp.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
24	Caribe Tecno, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25	Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26	WG Pitts Caribbean, LLC	Fali	n/a	n/a	n/a	n/a	n/a	n/a	n/a
27	Custom Hames, 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.	Fall	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30	Modemo Construction Corp.	Pass	60,66	77.99	33.67	35.67	4.33	212.32	No

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

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

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Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 4 / 6



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

Proposer Name	Technical Weighted Score <sup>1</sup>	Cost Proposal Weighted Score <sup>2,3</sup>	Total Weighted Score
Excel Contractors, LLC	64.29%	24.28%	88.57%
SLSCO LTD	58.25%	27.00%	85.25%
Lemoine Disaster Recovery, LLC	59.24%	25.57 <b>%</b>	84.82%
Thompson Construction Group Inc.	60.80%	30.00%	90.80%
DSW Homes LLC	62.51%	25.24%	87.75%
FR-BLDM LLC	64.71%	0.00%	64.71%
OSSAM Construction, Inc.	57.82%	0.00%	57.82%
APTIM PR LLC	64.04%	22.17%	86.21%
Rebuilders PR LLC	62.13%	0.00%	62.13%
Aireko Construction Management Services LLC	62.07%	10.52%	72.58%
ANG Construction, Inc.	60,66%	0.00%	60.66%
Yates-Bird LLC	62.36%	0.00%	62.36%
Three O Construction SE	59.42%	0.00%	59.42%
Venegas Construction, Carp.	6 <b>7.64%</b>	13.67%	81.32%
4 Contractors JV	65.15%	0.00%	65.15%
Caribe Tecno, CRL	60.00%	0.00%	60.00%
Custom Homes, Inc.	61.46%	0.00%	61.46%
	SLSCO LTD Lemoine Disaster Recovery, LLC Thompson Construction Group Inc. DSW Homes LLC FR-BLDM LLC OSSAM Construction, Inc. APTIM PR LLC Rebuilders PR LLC Aireko Construction Management Services LLC ANG Construction, Inc. Yates-Bird LLC Three O Construction SE Venegas Construction, Carp. 4 Contractors JY Caribe Tecno, CRL	Proposer Name         Weighted Score¹           Excel Contractors, LLC         64.29%           SLSCO LTD         58.25%           Lemoine Disaster Recovery, LLC         59.24%           Thompson Construction Group Inc.         60.80%           DSW Homes LLC         62.51%           FR-BLDM LLC         64.71%           OSSAM Construction, Inc.         57.82%           APTIM PR LLC         64.04%           Rebuilders PR LLC         62.13%           Aireko Construction Management Services LLC         62.07%           ANG Construction, Inc.         60.66%           Yates-Bird LLC         62.36%           Three O Construction SE         59.42%           Venegas Construction, Carp.         67.64%           4 Contractors JV         65.15%           Caribe Tecno, CRI.         60.00%	Proposer Name         Weighted Score¹         Weighted Score²³           Excel Contractors, LLC         64.29%         24.28%           SLSCO LTD         58.25%         27.00%           Lemoine Disaster Recovery, LLC         59.24%         25.57%           Thompson Construction Group Inc.         60.80%         30.00%           DSW Homes LLC         62.51%         25.24%           FR-BLDM LLC         64.71%         0.00%           OSSAM Construction, Inc.         57.82%         0.00%           APTIM PR LLC         64.04%         22.17%           Rebuilders PR LLC         62.13%         0.00%           Aireko Construction Management Services LLC         62.07%         10.52%           ANG Construction, Inc.         60.66%         0.00%           Yates-Bird LLC         62.36%         0.00%           Three O Construction SE         59.42%         0.00%           Venegas Construction, Carp.         67.64%         13.67%           4 Contractors JV         65.15%         0.00%           Caribe Tecno, CRI.         60.00%         0.00%

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: Welahted Scores of "Qualified" Proposers After Negotiations

No.	. Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Welghted Score	Award	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

<sup>&</sup>lt;sup>7</sup> Technical Weighted Score includes the resulting percentages from the Qualifications, Work Approach, Conceptual Design Submissions, and Section 3 Plan evaluation by the Evaluation Committee. Refer to Section 8.4 of the RFP for the formula used to translate technical points into their corresponding percentages.

<sup>&</sup>lt;sup>2</sup> 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 Hames. 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 Scanng) of the RFP a submission of Cost Proposals with hard / construction costs over the RFP-established caps were given a score of zero (0).

Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Gront for Disoster Recovery September 10, 2019 Page 5 / 6



No.	Proposer Name	Technical Welghted Score	Cost Proposal Welghted Score	Total Weighted Score	Qualifies for Award (Score>75%)	Cosi 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 PRILLC	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
•	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)	
•	Yates-Bird LLC (Proposer No. 16)	Level 1
	Caribe Tecno, CRL (Proposer No. 24)	
•	Custom Homes, Inc. (Proposer No. 27)	

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 o petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within

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Notice of Award Request for Proposals No. CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Community Development Block Grant for Disaster Recovery September 10, 2019 Page 6 / 6

John

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

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

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

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

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

Sincerely

William G. Ríos-Maldonado, Esq.

Director

CDB &-DR Procurement Office

CC.

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

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

Receipt Number: 7004 2510 0007 0098 5790





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

#### **Bld 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) SISCO 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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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 2 JLE

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 I
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 i
11	Desarrollos 3V, Inc.	Levei 2
12	Rebuilders PR LLC	Levei 1
13	Design Build L.C	Level 2
14	Aireko Construction Management Services LLC	Level 1
15	ANG Construction, Inc.	Levei 2
16	Yales-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	Pilitre Construction Company, Inc.(1)	Level 2
21	Venegas Construction, Corp.	Level 1
22	4 Contractors JV	Level 1
<b>23</b> ·	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.	Levei 1
30	Moderno Construction Corp.	Level 1



Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 3



5%

5 Points

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

Table 1: Proposals Maximum Scoring as Established in Section 8.4 of the RFP Max. Maximum Criteria Welghled **Points** Score\_ Mandatory Requirements (Section 6.1) Pass/Fail n/a Technical Requirements (Qualifications and Work Approach Proposals) Qualifications (Section 6.2) 20% 100 Points 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 70% 290 Points 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% 30% Maximum Cosi Proposal Points n/a Total Scoring 100%

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 falled 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:

Bonus Points for Section 3 Compliance Plan Submission (Section 3.8)

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

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CD8G-DR-RFP-2018-09 Page 4

> financial consultant Kreston PR, LLC's report dated May 14, 2019 the Proposer obtained of 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 falled 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/Fall	Pass	
rechnical:Regulrements (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 (1)			
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/Fall	Pass	
rechnical requirements (Qualification, and Work Approach Pro	posols)		
Qualifications (Section 6.2)	100 Points	72,66 Points	
Work Approach (Section 6.3)	100 Points	65.34 Points	
Goncepiual Design-Submissions			
Conceptual Design Submissions (Section 6.4)	90 Points	74.00 Points	



Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 5

Criteria	Maximum Points	Seore	
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 (Qualitications 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 Reguliements (Qualifications and Work Approach Proposals)		
Qualifications (Section 6.2)	100 Points	79.00 Points
Work Approach (Section 6.3)	100 Points	60.34 Points
Gondeplugi-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 Poinis	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
reconical Recoverments (evellifeations and Work/Approach Proposals).		
Qualifications (Section 6.2)	100 Polnis	76.00 Points
Work Approach (Section 6.3)	100 Points	53.33 Points
Conceptual Designatubrilisions		
Conceptual Design Submissions (Section 6.4)	90 Points	75.00 Points
8 nus Points for Section 3 Compliance Plan Submission (Section 3.8)	5 Points	0.00 Points
Total Technical Points	290 Points	204.33 Points

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CD8G-DR-RFP-2018-09 Page 6

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

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

Moderno Construction Corp. (Level 1) (212,32 Points):

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fall	Pass
Technical:Requirements:(Qualifications.ana:WorkApploach Froposals)		
Qualifications (Section 6.2)	100 Points	60.66 Points
Work Approach (Section 6.3)	100 Points	77.99 Polnts
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 ILC	Pass	252.68	YES
7	OSSAM Construction, Inc.	Pass	244.00	YES
8	Enviro-Tab, Inc.	Poss	215.34	NO
9	Piloto Construction LLC	Pass	214.67	NO
10	APTIM PR LLC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A

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### Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 7

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
37	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	МО
26	WG Pitts Carlbbean, LLC	Fail	N/A	N/A
27	Custom Homes, Inc.	Pass	241.99	YES
28	Maglez Engineering & Contractors, Corp.	Pass	183.32	NO
29	Burke Construction Group Inc.	Fail	N/A	N/A
30	Moderno Construction Corp.	Pass	212,32	NO

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

	Excel Contractors, LLC (Proposer No. 1)Level 1
•	SLSCO LTD (Proposer No. 2)leyel 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
7	Aireko Construction Management Services LLC (Proposer No. 14)Level 1
Ħ	ANG Construction, Inc (Proposer No. 15)Level 2
•	Yales-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,

Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 8

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.

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 <sup>1</sup>	Cost Proposal Welghted Score <sup>2,3</sup>	Total Welghted 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 PRILC	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

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

<sup>&</sup>lt;sup>2</sup> Cost Proposal Weighed Score includes the sum of the resulting percentages from the evaluation of single- and two-story 2-bedroom, and 4-bedroom Replacement Homes, Refer to Section 8.4 of the RFP for the formulo used to translate Replacement Home Cost Proposals Into their corresponding percentages.

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

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 9

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-Ensefiat, 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.

Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 10

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 Rico4.
- Clarification on applicability of the provisions of the Davis-Bacon Act to the Program<sup>5</sup>.

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

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

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

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

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

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

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

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

Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 11 Jak .

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	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)

MR

**Bid Board Resolution** Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 12

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. Pro	oposer Name	Technical Welghied Score	Cost Proposal Welghted Score	Total Welghted Score	Qualifies for Award (Score>75%)	Cost Reasona- bieness Analysis
1 Exc	cel Contractors, LLC	64.29%	25.69%	89.98%	Yes	Too High
2 SLS	SCO LTD	58,25%	29,78%	88,03%	Yes	Reasonable
3 Ler	molne Disaster Recovery, LLC	59.24%	28.57%	87.81%	Yes	Reasonable
4 Tho	empson Construction Group Inc.	60.80%	26.87%	89.67%	Yes	Reasonable
5 DS\	W Homes LLC	62,51%	27,87%	90,38%	Yes	Reasonable
6 FR-	BLOM ILC	64.71%	28.79%	93,50%	Yes	Reasonable
7 OS	SAM Construction, Inc.	57,82%	24,49%	82.31%	Yes	Too High
10 APT	TIM PR LLC	64.04%	24.93%	88.98%	Yes	Too High
12 Ret	builders PR LLC	62.13%	28,84%	90.97%	Yes	Reasonable
14 Aire	eko Construction Management Services LLC	62,07%	19,57%	81.64%	Yes	Too High
15 AN	G Construction, Inc.	80.66%	27.37%	88.03%	Yes	Reasonable
16 Yai	les-Bird LLC	62.36%	29,93%	92.29%	Yes	Reasonable
19 Thre	ee O Construction SE	59,42%	5.00%	64.42%	No	Too High
21 Ver	negas Construction, Corp.	67.64%	24.45%	92.09%	Yes	Too High
22 4 C	Contractors JV	65.15%	26,01%	91.17%	Yes	Too High
<b>24</b> Car	ribe Tecno, CRL	60.00%	29.61%	89.61%	Yes	Reasonable
27 Cus	stom Homes, Inc.	61.46%	28.07%	89.54%	Yes	Reasonable

The Procurement Office recommended issuance of awards to Proposers that (1) are considered "Qualified" for the services, (11) obtained Weighted Scores greater than or equal to 75%, (111) 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:

ĸ	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

ME

Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 13

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
- 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
- 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 ReconsiderOOation, 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.

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Bid Board Resolution Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09 Page 14

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

Signed by:

Luz M. Acevedo Pellot, P.E. Chairman

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario

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

Duz S. Colón Ortiz

Alternate Secretary, Bid Board

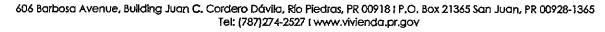






# Request for Proposals Homeowner Repair, Reconstruction, or Relocation Program Construction Managers CDBG-DR-RFP-2018-09

No.	Proposer Name	Address	Telephone
7	Excel Confractors, LLC	Brad Roberts	225.715.4344
		Vîce President	
		Excel Contractors, LLC	
		8641 United Plaza Blvd	
		Baton Rouge, LA 70809	
		broberts@excelusa.com	
2	SLSCO LTD	William Sullivan	(713) 880-8411
		Principal	
		SLSCO LTD	
		PO Box 131486	
•		Houston, TX 77219	
		wsulivan@slsco.com	
3	Lemoine Disaster Recover, LLC	William T. Rachal	
		Vice President	337-896-7720
		Lemoine Disaster Recovery, LLC	
		214 Jefferson Street	
		Suite 200	
		Lafayette, LA 70501	
		wil.rachal@iemoinecompany.com	
4	Thompson Construction Group	Christopher C. Hutto	803-773-8005
	Inc.	CFO	
		Thompson Construction Group Inc.	
		100 Nort Main Street	
		Sumter, SC 29150	
	· · · · · · · · · · · · · · · · · · ·	chutto@thompsonind.com	
5	DSW Homes LLC	James Shumer	770-519-2357
		CEO	
		DSW Homes LLC	
		502 20th Street	
		Galverston, TX 77550	
		iim.schumer@dswhomes.com	
6	FR-BLDM LLC	Angel A. Fullana-Olivencia	<i>787-75</i> 3-7010
		President	
		FR-BLDM LLC	
		PO Box 9932	
		San Juan, PR 00908-9932	
	000114.0	info@frcg.net	
7	OSSAM Construction, Inc.	Francisco J. Massó	787-272-6404
		Vice President	
		OSSAM Construction, Inc.	
		502 Roosevelt St.	
		Urb. La Cumbre	
		San Juan, PR 00926	
	<del></del>	info@ossam.net	





# Request for Proposals No. CDBG-DR-RFP-2018-09 Construction Managers Page 2

16 Yates-Bird LLC

			John
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	itruction Managers	KIT-2010-07	,
age			A.
			/9%
			$\mathcal{O}_{-}$
8	Enviro-Tab, Inc.	José D. Rivera Fuentes	787-869-7868
		President	
		Enviro-Tab, Inc.	
		HC-72 BOX 3766 PMB 316	
		Naranjito, PR 00719-9788	
		info@envirotabpr.com	
9	Piloto Construction LLC	José J. Rincón San Miguel	787-412-0900
		President	
		Piloto Construction, LLC	
		1357 Ashford Ave.	
		PMB 179 San Juan, PR 00907	
		irincon@cornerstoneindustrialpr.com	
10	APTIM PR LLC	Domingo Camarano	949-413-8830
		President	
		APTIM PR LLC	
		27 Calle González Giusti	
		Suite 302	
		Guaynabo, PR 00968	
11	Desarrollos 3V, Inc.	domingo.camarano@aptim.com  Juan H. Vázquez	787-258-1758
• •		President	707-200-1700
		Desarrollos Tres V, inc.	
		PO Box 6689	
		Caguas, PR 00726	•
12	Rebuilders PR LLC	desarrollos3y@hotmail.com Carlos Aldarondo	707 407 7061
12	Kenotidets Lk FFC	Project Manager	787-407-7051
		Rebuilders PR, LLC	
		PO Box 193484	
		San Juan, PR 00919	
		carlos@rebuilderspr.com	
13	Design Build LLC	José L. Ortiz Serrano	787-795-2840
		Managing Member Design Build LLC	
		PO Box 2500	
		PMB 471	
		Toa Baja, PR 00951-2500	
	· · · · · · · · · · · · · · · · · · ·	jortiz@dbllc.net	
14	Aireko Construction	Luis Uzcategui	787-653-6300
	Management Services LLC	Partner & Member	
		Aireko Construction Management	
		Services LLC	
	•	PO Box 2128 San Juan, PR 00922	
		luzcategui@aireko.com	,
15	ANG Construction, Inc.	Bienvenido Negron	(787) 745-4848
		President	7 <del></del>
		ANG Construction Inc.	
		HC 02 Box 14212	
		Gurabo, PR 00778	
		b.negron@bns-eng.com	<del></del>

Eduardo Pardo

787-479-2005

Milk
$I_{c}$

			/
		Manager	- Committee of the Comm
		Yates-Bird LLC	
		PO Box 367249	
		San Juan, PR 00936-7249	
17	Neglis Complementian Comments	epardo@birdgroupllc.com	
17	North Construction Group Inc.	Jaime R. Rodríguez	787-708-0152
		President	
		North Constructors Group, Inc. PMB 135	
		405 Esmeralda Avenue Ste 2	
		Guaynabo, PR 00969-4457	
		irodriguez@ncapr.com	
8	CIC Construction Group SE	Gustavo A. Hermida	787-287-3540
_	5.5 55,6K55,6C. 5,6Gp 52	President	707-207-00-0
		CIC Construction Group, S.E.	
		Carr. PR-1 Km 23.0	
		Barrio Rio	
		Guaynabo, PR 00971	
		<u>ahermida@cic-pr.com</u>	
9	Three O Construction SE	Manual A. Ortiz-Nieves	787-869-2710
		Mnaging Partner	
		Three O. Construction SE	
		HC 75 Box 1040	
		Naranjito, PR 00719-9701	
		info@threeo.com	
0	Pitire Construction Company,	Dennis González Sánchez	787-749-2500
	inc.	President	
		Pitime Construction Company, Inc.	•
		606 Ave. Escorial	
		Urb. Caparra Haights	
		San Juan, PR 00920	
1	Venegas Construction, Corp.	gonzalez dennis@amail.com Emilio R. Venegas	707.040.4040
	venegas construction, corp.	Vice President	787-848-4848
		Venegas Construction, Corp.	
		472 Ave. Tito Castro	
		Suite 201	
		Ponce, PR 00716	
		erv@vccpr.com	
2	4 Contractors JV	Humberto Reynolds	787-794-0927
		Principal	
		4 Contractors JV	
		PO Box 2319	
		Toa Baja, PR 00949	
		hrevnolds@4civ.com	
3	RV Engineering Group, Corp.	Luis R. Ramos	787-286-1432
		President	
		RV Engineering Group, Corp.	
		Calle Goyco #61	
		Caguas, PR 00725	
_		luis@rveng.com	<del> </del>
4	Caribe Tecno, CRL	José D. Pérez	787-504-7364
		President	
		Caribe Tecno, CRL	

### Request for Proposals No. CDBG-DR-RFP-2018-09 Construction Managers Page 4

Ñ	•
Á	É
	Ü

		PO Box 360099	<del></del>
		San Juan, PR 00936-0099	
	•	jdp@caribetecno.com	
25	Seasons-CL LLC	Jorge Guerrero Miranda	787-283-6969
		President	707-200-0707
		Seasons-CL LLC	
		Industrial Victor Fernández	
		40 Street 3, Suite 1	
		San Juan, PR 00926	
		iguerrero@creativedevelop.com	
26	WG Pitts Caribbean, LLC	William G. Pitts	806-676-1605
	•	President	000 070 1000
		WG Pitts Caribbean, LLC	
		Playa Serena Apt. 1501	
		Ave. Boca de Cangrejo	_
		Carolina, PR 00979	
		tbright@wapitts.com	
27	Custom Homes, Inc.	Ramón J. De León-Hurriaga	787-793-1742
		President/Executive Director	
		Custom Homes, Inc.	
		PO Box 361497	
		San Juan, PR 00936	
		rideleon@customerservicegroup.com	
28	Maglez Engineering &	Miguel González Rivera	787-846-5651
	Contractors, Corp.	President	
		Maglez Engineerings & Contractors, Corp.	
		PO Box 1174	
		Florida, PR 00650	
		<u>customerservice@maglez.net</u>	_
29	Burke Construction Group Inc.	Anthony J. Burke	305-468-6604
		President	
		Burke Construction	
		10145 NW 19th St.	
		Miami, FL 33172	
		tburke@bcgconstruction.net	
30	Moderno Construction Corp.	Bijoy V. George	202-360-9879
		President	
		Moderno Construction Corp.	
	•	1 10 Calle Tapía	
		San Juan, PR 00911	
		george.bijoy@gmail.com	

Attachment B

REQUEST FOR PROPOSA #CDBG-DR-RFP-2018-09

# HOMEOWNER REPAIR, RECONSTRUCTION OR RELOCATION PROGRAM

CONSTRUCTION MANAGERS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

HOUSING

VOLUME 2
QUALIFICATIONS & WORK APPROACH

**ORIGINAL** 



207 CALLE DEL PARQUE, 5TH FLOOR SAN JUAN, PUERTO RICO 00912 CONTACT: WILLIAM SULLIVAN, PRINCIPAL TEL: (713) 880-8411

EMAIL: WSULLIVAN@SLSCO.COM JANUARY 22, 2019





The E

January 21, 2019

Puerto Rico Department of Housing

Attn: Rafael H. Vasquez-Muniz

Procurement Area, 606 Barbasa Ave.

Juan C. Cordero Bldg., 9th Flaor

San Juan, Puerto Rico 00918

RE: SLSCO, Ltd. Volume 2 Submittal – Qualifications & Work Approach

RFP #CDBG-DR-RFP-2018-09: Homeowner Repair, Reconstruction or Relocation Program

Construction Managers under the Community Development Block Grant Disaster Recovery

Mr. Vazquez-Muniz:

On behalf of SLSCO, Ltd. (SLS), I am pleased to present this Volume 2: Qualifications & Work Approach for the above-referenced RFP. We are submitting the following far this volume:

- One (1) Original
- Three (3) Copies
- One (1) Electronic Copy on USB Flash Drive

Also included is the required letter executed by the partners granting Josh Hulen the authority to execute all documents related to the proposal on behalf of SLSCO, Ltd.

SLS has enjoyed being a part of Puerto Rico's STEP and PHC programs over the past year and we are excited about the opportunity to further our involvement os a part of this program.

If selected as a Level I Construction Manager, SLS will be contracting with PRDOH as SLS Caribe, LLC, which is our operating company in Puerto Rico. SLS Caribe, LLC is fully licensed and registered to operate in Puerto Rico, and we have included all required information regarding formation and standing in this submittal.

Regards.

Josh Hylen

Senior Vice President



6702 Broadway Galveston, TX 77554 WEG office: 713.880.8411 fax: 713.880.2427

January 17, 2019

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

RE: RFP #CDBG-DR-RFP-2018-09

> Homeowner Repair, Reconstruction or Relocation Program Construction Managers Designation of Authorized Representative for Proposal

Mr. Vázquez-Muñiz,

As the partners and owners of SLSCO, Ltd. (SLS), a Texas limited partnership, we hereby grant Josh Hulen, Senior Vice President, the authority to execute the above-referenced proposal and all required documents on behalf of SLS as our authorized representative.

Regards,

William Sullivan, Partner

John Sullivan, Partner

Toád Sullivan, Partner

JONEJANE SCHIRMER Notary ID #128035151

My Commission Expires September 9, 2021

Notary:

Notarized:

Date:



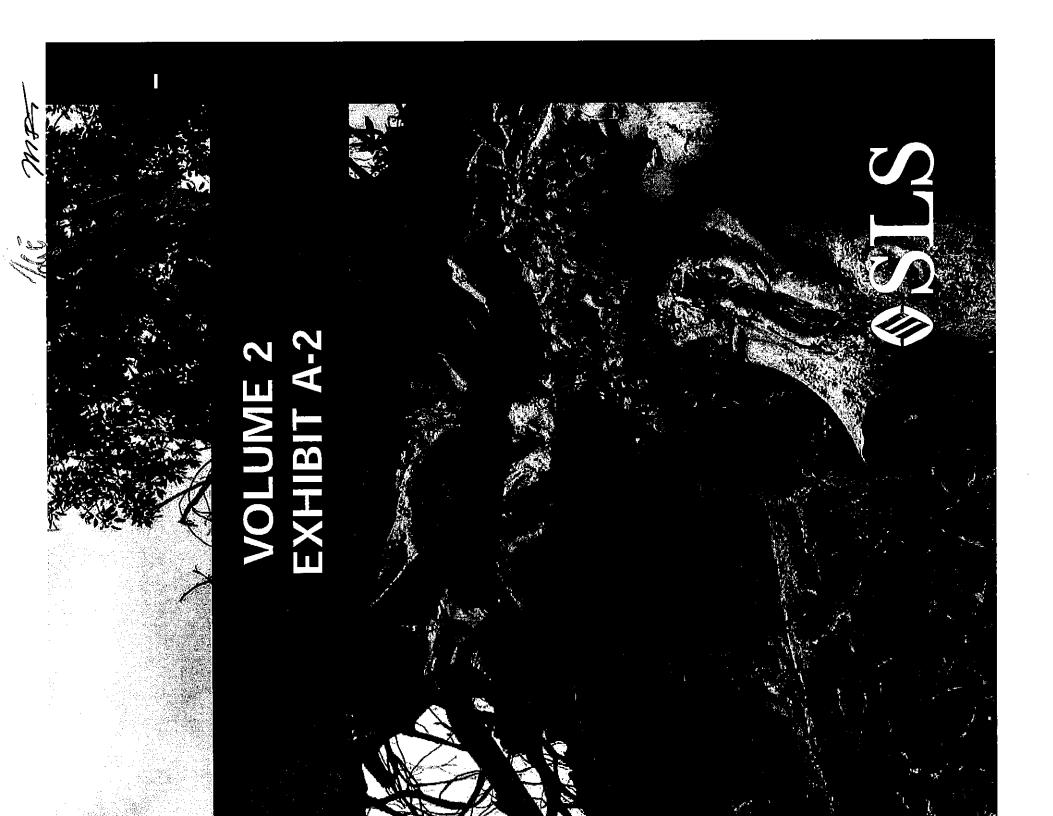
## TABLE OF CONTENTS - VOLUME 2: QUALIFICATIONS & WORK APPROACH

Tab 1 – Exhibit A-2	<u></u>
Exhibit A-2: Qualifications & Work Approach Proposal Checklist	
Tab 2 – Exhibit C	
Exhibit C: Statement of Qualifications	
Tab 3 – Profile	
The SLS Team	
SLSCO, Ltd	13
Team Members	17
Additional Firms	21
Relevant Projects	22
Tab 4 – Organizational Chart	
Organizational Chart	36
Staffing Plan	37
Tab 5 – Key Staff Resumes & Professional Information	
Key Leadership	39
Resumes	51
Tab 6 – Work Approach	
SLS Vision & Mission	76
CDBG-DR Program Understanding	76
Construction Experience & Knowledge	78
HUD CDBG-DR Program Experience	79
Management Approach	81
Production Capacity	86
Financial Capability	86
Resource Base	87
Technical Approach	87
Permitting	91
Program Safety	92
Program Quality	93
Cost & Schedule Adherence	95
Applicant Issue & Warranty Management	96
Subcontractor Utilization	96





Tab 7 – One Story, Three Bedroom Conceptual Design Submission			
Drawings			
Renderings	100		
Design Narrative	105		
Tab 8 – Two Story, Three Bedroom Conceptual Design Submission	on		
Drawings			
Renderings	109		
Design Narrative	115		
Tab 9 – Plan for Compliance with Section 3 Requirements			
Section 3 Approach	118		





# GOVERNMENT OF PUERTO RICO

Department of Housing

# EXHIBIT A-2

### QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

**Request for Proposals** 

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-09

(Revised for Addendum No. 2)

John E

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.

Propos	Proposer Entity Name: SLSCO, Ltd.  Proposer is submitting a Prapasal and wishes to be qualified as:  Level 1 Construction Manager  Level 2 Construction Manager				
Tab	Initials	Document Description			
	GA	Company Cover Page			
	JH-	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page			
	A	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	Jet	Exhibit A-2: Qualifications and Work Approach Proposal Checklist			
2	gut	Exhibit C: Statement of Qualifications			
3	JH	<b>Profile:</b> Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Propaser 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	JH	Organizational Chart: The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.			
	<u> </u>	····			

WF 1 2

Exhibit A-2 – Qualifications and Work Approach Proposal Checklist (Revised for Addendum No. 2) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

of 2			1100
Tab	<b>Initials</b>	Document Description	Cal
5	git	Key Staff Résumé and Professional Information  Senior Project Manager  Design Lead  Permitting Lead  Procurement Lead  Construction Lead  Occupational Safety Lead  Quality Control Lead	
6	SH	Work Approach	
7	JA-	Conceptual Design Submission (Single-Story 3-Bedroom  Drawings Renderings Design Narrative	Model Home)
8	gH	Conceptual Design Submission (Two-Story 3-Bedroom Mo	odel Home)
9	got	Plan for Compliance with Section 3 Requirements (Optional to obtain up to a five percent (5%) bonus in the	e evaluation of Proposal)
	Alth		January 21, 2019
Prop	oser's Authori	zed Representative's Signature	Date
Josh	Hulen, Senior	Vice President zed Representative Printed Name	



Proposer's Initials:

# EXHIBIT C STATEMENT OF QUALIFICATIONS

Request for Proposals

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

Proposer's Ide	ntification:			
SLSCO, Ltd.			2007	
(Legal Name)			(Year of Establishment)	(Tax ID)
				828782735
				(D-U-N-S Number
The following the Contract:	named persor	n is hereby authorize	d to bind the Entity in	matters related to
William Sullive	חג		Principal	
(Name)			(Position)	
Physical Addr	ess:	207 Calle del	Paraue	
, <b>,</b>		(Address Line 1)		
		5 <sup>th</sup> Floor		
		(Address Line 2)	······································	<del></del> -
		San Juan	Puerto Ric	0 00912
	•	(City)	(State)	(Zip Code
Mailing Addre	ss:	P.O. Box 1314	36	
J		(Address Line 1)		
		(Address Line 2)		<u> </u>
		Houston	Texas	77219
		(City)	(State)	(Zīp Code
Contact Infor	mation:			
(713) 880-84	1	(713) 880-2427	wsullivan@	slsco.com
(Telephone Nur	nber)	(Facsimile Number)	(Email Addre	
The Entity is a	n):			
☐ Individual		Partnership	☐ Other	(Specify)
☐ Corporation	n	☐ Joint Venture		
If a corporation	n, indicate all	I that apply:		
□ Publicly He		Privately Held	☐ Subsidi	arv

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Exhibit C – Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 10

Proposer's Initials:

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

Name	Telephone	Email	Officer	Director	Member	Partner
Todd Sullivan	(832) 731-8233	tsullivan@slsco.com				$\boxtimes$
John Sullivan	(832) 731-8234	jsullivan@slsco.com				$\boxtimes$
William Sullivan	(832) 731-8235	wsullivan@slsco.com				$\boxtimes$
Stan Ledbetter	(409) 789-3760	sledbetter@slsco.com	$\boxtimes$			
Josh Hulen	(843) 814-9294	jhulen@slsco.com	$\boxtimes$			
Kelly Huck	(512) 968-8688	khuck@slsco.com	$\boxtimes$			
Aaron Dugas	(337) 400-8116	adugas@slsco.com	$\boxtimes$			
Chris Lonkford	(713) 204-2070	clankford@slsco.com	$\boxtimes$			
Scott Mixon	(409) 502-7546	smixon@slsco.com	$\boxtimes$			

2. E	xperience, Past Performance, and Record of Integrity:	
2.1.	<b>Brief History of the Firm</b> : Attach to this Stotement 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 <u>3, 6</u>
2.2.	<b>Organizational Chart:</b> Attach to this Statement of Qualifications the Organizational Chart for the Services.	S <del>ee</del> Tab <u>4</u>
2.3.	Has the Proposer or any of its Team Members been involved in administrative suits, actions, investigations, litigations, sanctions complaints or proceedings that where commenced, pending, resolved, or concluded during the five (5) year period prior to the da Date?	and/or administrative settled, threatened,
	☑ No ☐ Yes (See Att	tachment)
	If the answer to this question is "ves", state for each such suit, a	ction. investigation o

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 nomes 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 liftigation.

Proposer's Initials:

 ${\it Exhibit} \ C-{\it Statement} \ of \ {\it Qualifications}$ CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 3 of 10

3. C	onstruction Manager Leve	Applied For:				1
	■ Level 1 Construction	Manager	Level 2	Constru	ction Manager	
3.1.	If Level 2 Construction M	lanager, indica	ate if repair wor	tks are to	be provided:	
	Yes		□No			
3.2.	If <b>Level 2</b> Construction M performed (select up to			municipo	alities where work is t	o be
	☐ Adjuntas	☐ Fajard	ot		Naguabo	
	☐ Aguada	☐ Florid	a		Naranjito	
	Aguadilla 🗌	☐ Guán	ica		Orocovis	
	Aguas Buenas	☐ Guay	ama		Patillas	
	☐ Aibonito	☐ Guay	anilla		Peñuelas	
	☐ Añasco	☐ Guay	nabo		Ponce	
	☐ Arecibo	☐ Gural	00		Quebradillas	
	☐ Arroyo	☐ Hatillo	>		Rincón	
	☐ Barceloneta	Horm	igueros		Río Grande	
	☐ Barranquitas	Humo	icao		Sabana Grande	
	■ Bayamón	☐ Isabe	la ·		Salinas	
	☐ Cabo Rojo	☐ Jayuy	′a		San Germán	
	□ Caguas	☐ Juano	a Díaz		San Juan	
	☐ Camuy	☐ Junco	os		San Lorenzo	
	□ Canóvanas	□ Lajas			San Sebastián	
	☐ Carolina	□ Lares			Santa Isabel	
	☐ Cataño	☐ Las M	arías		Toa Alta	
	☐ Cayey	☐ Las Pi	edras		Toa Baja	
	Ceiba	Loíza			Trujillo Alto	
	☐ Ciales	Luqui	llo		Utuado	
	☐ Cidra	☐ Mana	atí		Vega Alta	
	☐ Coamo	☐ Mario	ao		Vega Baja	
	☐ Comerío	☐ Maur	iabo		Vieques	
	□ Corozal	□ маус	ıgüez		Villalba	
	Culebra	□ мосс	1		Yabucoa	
	□ Dorado	☐ Moro	vis		Yauco	

Exhibit C - Statement of Oxcilifications CD65-GR-RFP-2018-09 Hameowner Repair, Reconstruction, or Relacation Program Construction Managers Page 4 of 10 Proposer's Initials

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

Client Name	Project Description	Contract Amount	Project Duration (in Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Numbe
New York Cily Department of Design & Construction	New York Cily Build II Back Program	\$366,6 million	48	85%	2019	Construction manager for permanent rehabilitation and/or reconstruction of over 750 homes following Supersiorm Sandy, Tasks included comprehensive construction management of site-built and modular home design & construction	Department of Design &	(347) 607-1579
Puerto Rico Department of Housing	Puerto Rico STEP Hausing Program	\$246.0 million	n	95%	2019	Prime contractor for the rehobilitation of over 23,500 homes in Puerlo Rico, Tasks include comprehensive construction management and contracting.	Fernanado Gli, Secretary of Housing - Puerlo Rico Department of Housing	(787) 274-2527
3 Puerto Rico Department of Housing	Puerlo Rico PHC Program	\$12.0 million	11	95%	2019	Prime contractor for the rehabiliation and/or reconstruction of over 80 homes in Puerto Rico. Tasks include comprehensive construction management and contracting.	Ray Martinez, Director of Caribe Operations - Atkins Caribe, LLP	(787) 773-1849
USVI Department of Housing	U.S. Virgin Islands STEP Housing Program	\$13,6 million	6	95%	2019	Prime contractor for the rehabilitation of over 1,500 homes in \$1. John and \$1. Thomas. Tasks include comprehensive construction management and contracting.	Michelle Gorland, Team Lead - AECOM	(512) 419-6505
5 South Carolina Office of Disaster Recovery	South Carolina Flood Disaster Recovery Program	\$70,0 million	36	95%	2019	Construction manager and general contractor for the permanent rehabilitation and replacment of 1,200 homes throughout South Carolina after flooding, Includes sile bulls, modulor and MHUs.		(601) 466-0056
Massachusetts Emergency Management Agency/Columbia Gas	MEMA Emergency Sheller	\$30,0 million	4	90%	2018	Prime contractor for 1,000 person emergency sheller, including sleeping provisions, showers, restrooms, food, security, medical, mental health, and case management.	Kurl Schworlz, Director - MEMA	(508) 820-2010
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3				<del></del>				
9				<del></del>	······································			

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Exhibit C – Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 6 of 10 Proposer's Initials:

### 5. Management:

5.1. Key Staff for the Engagement: Provide the following information for all Key Staff for the Project.

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Senior Project Manager	Matt Tindall	BA in Communication Design Texas State University	16	(See résumé in Tab <u>5</u> )
•		San Marcos, TX		<u> </u>
	<del></del> -	BS in Civil Englneering		10 ( .(.) Talk ()
Design Lead	Norberto Benitez, PE	Marquette University	20	(See résumé in Tab <u>5</u> )
		Milwaukee, WS		<del></del>
		BS in Civil Engineering	00	(Coordon and in Tob E)
Permitting Lead	Rolando Mateo, PE	University of Puerto Rico	20	(See résumé in Tab <u>5</u> )
		Mayaguez, PR		<del></del>
		BS in Business Administration	0.5	(Considerated in Torb. E)
Procurement Lead	Kevin Stewart	Roosevelt University	25	(See résumé in Tab <u>5</u> )
	· <u></u>	Chicago, IL		
	<u></u>	8S in Civil Englneering	10	Is a a régumé in Toth 5)
Construction Lead	Carlos Ruiz, PE	University of Puerto Rico	18	(See résumé In Tab <u>5)</u>
		Mayaguez, PR	<u> </u>	
	_, ,, ,,	BS In Occupational Health & Safety	14	(See résumé in Tab <u>5</u> )
Occupational Safety Lead	Diana Veretto	Columbia Southern University	14	(see resource it) ran 5)
<u> </u>		Orange Beach, AL	<del></del>	<del>.</del>
		BS in Business Administration	30	(See résumé in Tab <u>5)</u>
Quality Control Lead	Chris Dunn	Florida State University	30	(sea resolue in Idb 5)
		Tallahassee, FL		<del>_</del>





Exhibit C - Statement of Qualifications CD8G-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 7 of 10

### 6. References:

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

Name	Email	Phone Number	Relation
Jim Gentile	james.gentile@co.gal veston.tx.us	(409) 765-2658	Galveston County Disaster Housing Recovery Program Round 1
Lou Mendes	mendesl@ddc.nyc.go v	(347) 607-1579	New York City Build it Back Pragram
Ray Martinez	ray.martinez@atkinsgl obal.com	(787) 773-1849	Puerto Rico PHC Program

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

Name	Email	Phone Number	Relation
Jim Gentile	james.gentile@co.gal veston.tx.us	(409) 765-2658	Galveston County Disaster Housing Recovery Program Round 1
Lou Mendes	mendesi@ddc.nyc.go v	(347) 607-1579	New York City Build it Back Program
Heather LaGrone	heather.lagrone@glo. texas.gov	(512) 475-5027	Texas GLO Disaster Housing Program
Ray Martinez	ray.martinez@atkinsgl obal.com	(787) 773-1849	Puerto Rico PHC Program
Fernando Gil	sgil@vivienda.pr.gov	(787) 274-2527	Puerto Rico STEP Program

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Exhibit C – Statement of Quolifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Monagers Page 8 of 10 Proposer's Initials:

### 7. Acknowledgement of Addenda:

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	11/30/2018	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	1/4/2019
<u> </u>		9	1/11/2019

#### 8. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this <u>21st</u> day of <u>January</u>, 20<u>19</u>.

If Entity is an individual:

NA		
(Signature of Indi	vidual)	
(Printed Name of	Individual)	
(Address Line 1)		·
(Address Line 2)		
(City)	(State)	(Zip Code)

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Exhibit C – Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 9 of 10

Proposer's Initials:

A.E

If Entity is a sole partnership or operates under a trade name: SLSCO/ (Jd. (Authorized Representative's Signature) Josh Hulen, Senior Vice President (Pfinted Name of Authorized Representative) 207 Calle del Parque (Address Line 1) 5th Floor (Address Line 2) San Juan (Cîty) (Zip Code) If Entity is a partnership or joint venture: Name of Partnership or Joint Venture) (Signature of General Partner) (Printed Name of General Partner) (Address Line 1) (Address Line 2)

(City)

(State)

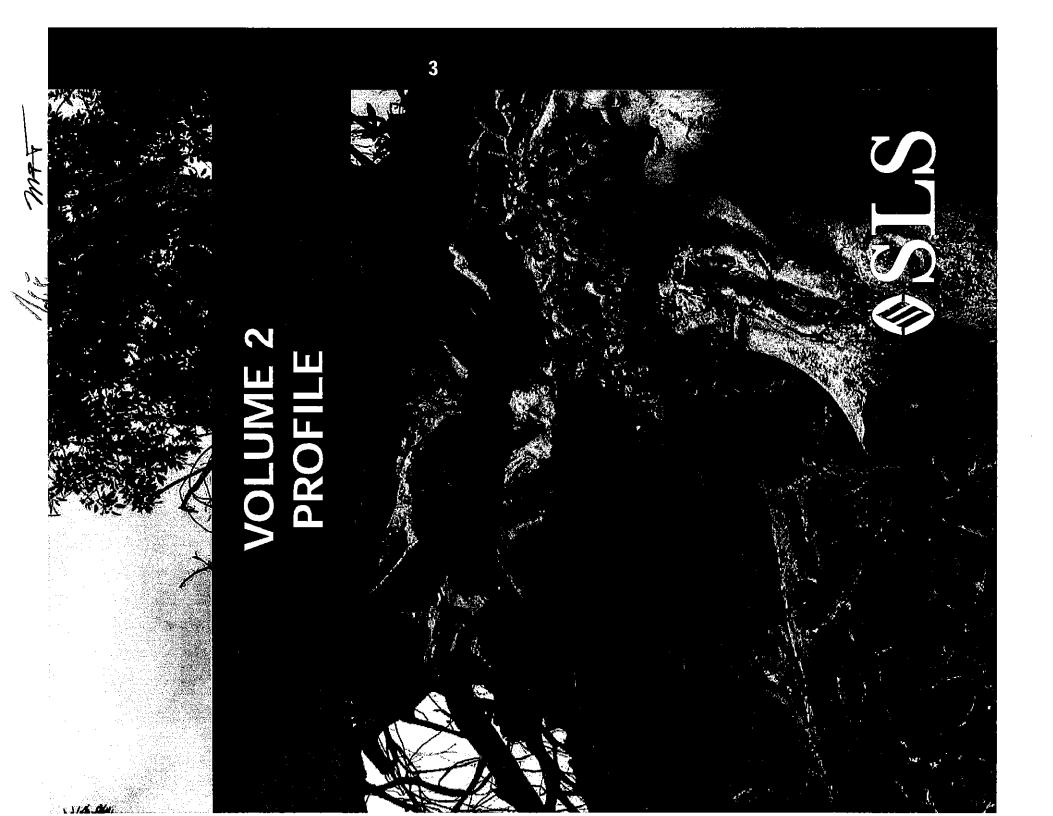
(Zip Code)

Exhibit C - Statement of Qualifications CDBG-DR-RFP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 10 of 10

Proposer's Initials:

If Entity is a corporation:

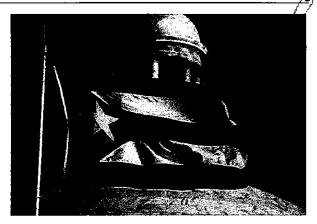
	NIX	
	(Printed Name of Corporation)	
	(Corporate Address Line 1)	<del></del>
	(Corporate Address Line 2)	
	(City) (State)	(Zîp Code)
Ву:	(Signature of Officer)	
	(Printed Name of Officer)	
	(Title of Officer)	
Attest:	(Secretary)	
	[CORPORATE SEAL]	
,	(Jurisdiction of Incorporation)	



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#### THE SLS TEAM

SLS, as prime contractor, will be adding to our team highly-qualified and experienced engineering and architectural design professionals with extensive knowledge of and history in disaster-oriented housing programs. These team members – Ardurra Group, Benito, Ramos & Associates, SCF Arquitectos and LA Design Group – will directly contribute to our provision of the required services for this



Program and will serve critical roles throughout the process, which will include architecture, engineering, construction management, grant administration, inspection services and code compliance.

We have previously worked with these team members on recent projects similar to this such as Puerto Rico Permanent Housing Construction, New York City Build it Back and South Carolina Flood Recovery. These existing relationships will afford us the ability to continue our successful collaborations and further streamline the efficiency of our design and construction activities.

Our team will be further supplemented by a cadre of strong and experienced service providers and subcontractors with expertise in fields such as surveying and support design and construction services.

SLS and our key team members are detailed further below. We believe our internal capabilities, as well as the talents and expertise of our team, service providers and subcontractors will allow us to deliver the best product possible to Puerto Rico in this critical CDBG-DR program.

#### SLSCO, LTD.

SLS is a general contracting and program & construction management firm providing the full spectrum of comprehensive disaster response, recovery and restoration services. We perform



work across the U.S. and internationally and have been involved in virtually every major disaster recovery housing project in the country over the past decade in locations such as Texas, Louisiana, South Carolina, Florida, Pennsylvania, New York, New Jersey, North Carolina, South Dakota, California, Haiti, Puerto Rico and the U.S. Virgin Islands.



ME

Since 2007, our Company and personnel have played an integral role in the recovery and restoration of almost 30,000 housing units, with combined program, project and construction values approaching \$1.0 billion. We are experienced in every facet of housing and disaster recovery, with a specific concentration in the execution of large and unique governmental (HUD CDBG-DR & FEMA) disaster recovery programs at all levels of government and agency sponsorship and in multiple regions across the U.S. and the Caribbean Basin.

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SLS is currently active in multiple areas, including Texas, Florida, North Carolina, Puerto Rico and the U.S. Virgin Islands – as a result of Hurricanes Harvey, Maria and Irma in 2017 and Hurricane Florence in 2018.

Notable current and recent clients include:

- Federal Emergency Management Agency
- U.S. Department of Housing & Urban Development
- U.S. Department of Homeland Security
- U.S. Virgin Islands Department of Housing
- New York City Department of Design & Construction
- South Carolina Disaster Recovery
   Office
- Louisiana Governor's Office of Homeland Security & Emergency Preparedness
- · Texas General Land Office
- Southeast Texas Regional Planning Commission
- Monroe County, Florida
- · Harris County, Texas
- Galveston County, Texas
- San Antonio, Texas Housing Authority
- APTIM
- AECOM
- Gilbane Companies
- CDM Smith
- · McCormick, Baron & Salazar

- · U.S. Army Corps of Engineers
- Naval Facilities Engineering Command –
   Southeast
- · Puerto Rico Department of Housing
- · Canada DFAIT
- New York City Department of Environmental Protection
- New Jersey Department of Consumer Affairs
- Texas Department of Housing & Community Affairs
- Texas Department of Transportation
- Lower Rio Grande Valley Development Council
- · City of Houston, Texas
- · City of Galveston, Texas
- Galveston, Texas Housing Authority
- San Benito, Texas Housing Authority
- CH2M
- Atkins
- · Horne, LLP
- IBTS
- · Catholic Charities



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#### **COMPREHENSIVE SERVICES**

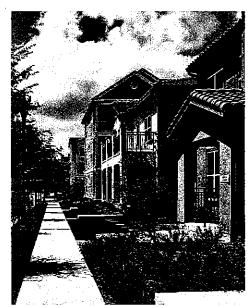
SLS has a tremendous competitive advantage in the market, as we are fully experienced in executing housing assignments from both the contracting and program management & implementation sides. This gives us unique insight into "both sides of the equation," as we are able to understand the fundamental aspects of housing programs from the ground up and top down.

#### GENERAL CONTRACTING

As a general contractor, SLS has reconstructed, rehabilitated, elevated and installed thousands of single-family ("stick-built", modular and MHU) homes in areas affected by natural disasters such

as hurricanes, earthquakes and floods, including Texas, Louisiana, South Dakota, New York, New Jersey, Pennsylvania, South Carolina, Florida, California, Haiti, Puerto Rico and the U.S. Virgin Islands. In this role, we have consistently provided comprehensive services complementing traditional construction such as assessments, scoping, permitting, design, engineering, procurement and lead-based paint, asbestos and mold remediation.

Akin to our single-family program, we have become successful in the multi-family disaster recovery arena and have taken part in the redevelopment and reconstruction of several high-profile projects within Texas resulting from



natural disasters. As prime contractor, we have constructed over 1,000 public multi-family units, and have been able to transfer our single-family experience to the multi-family model and provide attractive and cost-efficient housing to displaced residents in higher-density environments. Recognizing the intrinsic challenges of providing reliable multi-family housing, we have capitalized on fundamental strategies and implemented them in areas requiring higher-density living solutions.

SLS is one of only a handful of housing recovery contractors in the U.S. that can successfully execute large-scale disaster recovery projects from personnel, financial and management perspectives. Our history in the industry has allowed us to develop and continually refine a dynamic and cost-efficient construction program focusing on the goal of restoring as many homes as possible in the safest, most effective and shortest timeframes achievable.

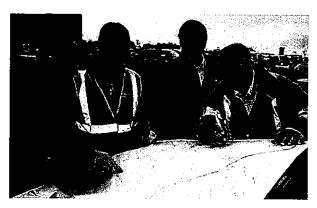


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### **PROGRAM & CONSTRUCTION MANAGEMENT**

One of our strongest capabilities is the role of program & construction manager for large-scale, comprehensive recovery assignments. We and our staff have managed and provided oversight to numerous projects encompassing over 3,000 homes across the nation, with a strong focus on disasters such as Superstorm Sandy in the northeastern U.S. and the multiple hurricanes and floods affecting Texas, the Gulf Coast and the East Coast over the past decade.

Working with a broad spectrum of government agencies, as well as with thousands of homeowners and residents, SLS has been at the forefront of providing every fundamental service required to plan, implement and complete complex housing recovery projects. These include the



planning, development and implementation of: program recovery & assistance guidelines; construction standards & regulations; scope assessment procedures; benefit selection criteria; software & document interface and control procedures; client, contractor & homeowner interface protocol; financial execution & reporting procedures; and complete construction management services

from initial planning & design through final project completion.

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

SLS has developed an impressive track record of executing some of the most complex and unique CDBG-DR and publicly-funded/government-sponsored housing projects in the nation. Our resume, resource base and financial strength put us at the top of the market, qualifying us a leader in this "niche" industry. Equally as impressive is the talent, experience and expertise of our senior leadership and management team, who have been involved in numerous critical housing projects throughout the U.S. Our experience and qualifications, bolstered by the capabilities of our well-seasoned personnel, allow us to offer unparalleled disaster recovery housing services to our clients.



### **TEAM MEMBERS**

### BENITEZ, RAMOS & ASSOCIATES

Benítez, Ramos & Associates (BR&A) is an engineering firm servicing Puerto Rico, the US and the Caribbean. With over 26 years of combined experience and continuous consulting practice, the firm provides services to the manufacturing,



construction and services industries. The company is composed of designers, engineers, and project managers, innovating together to serve the community and customers alike.

BR&A's design and construction services includes project management from planning and design development to completion and project start-up. The firm offers technical expertise in a wide array of fields to meet customer needs with a dedicated professional staff and strategic partnerships with local and international firms.

Service provided by the firm include:

- Program, Project & Construction Management
- Design & Permitting
- Properties / Project Inspection & Reporting / Assessment
- Quality Control & Assurance
- Planning & Scheduling
- Change Orders & Claims Management
- Project & Document Control
- Cost Estimating
- Project Closeout

#### Notable clients of BR&A include:

•	Puma	Energy
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Kraft Heinz

Abbvie

Infosys

Microsoft

Xerox

Abbott

Amgen

Philips

- General Electric
- Lilly

Tyco

Fonroche

Pfizer

Banco Popular

Stantec

• Bristol Meyers Squibb

Hudson Advisors

Aon

Eaton

- SCF

- Coopervision
- SOL Partners

Mondelez International



MAST

#### ARDURRA GROUP

The Ardurra Group of companies dates back to 1950. Today, Ardurra is a professional consulting firm specializing in disaster management and multi discipline engineering services for public agencies. Ardurra has furnished recovery program management and federal funds management services to repair, elevate and harden infrastructure and



homes, restore shorelines and make communities more resilient for 20+ federally declared disasters throughout 12 states.

For more than 15 years, Ardurra has been furnishing post disaster engineering assessment, design, construction and federal funds management services to harden wastewater, water and drainage facilities, streets & bridges and levees, floodwalls & floodgates and to repair and restore shorelines. The company is composed of civil, structural, environmental, mechanical and hydraulic engineers with extensive experience in modeling, planning and hazard mitigation design and routinely provide structural and engineering services related to new homes and housing elevations. Ardurra understands the specific issues involved in assessments, emergency repairs, design, construction and closeout services as they relate to FEMA, HUD, USDA, EPA, US Army Corps of Engineers and other state and federal authorities and is very familiar with the rules to ensure funding sources are not jeopardized and are maximized.

Named disasters Ardurra has responded to over the past decade include Hurricanes Katrina, Rita, Ike, Gustav, Irene, Superstorm Sandy, 2015 South Carolina Floods, 2016 Louisiana Floods and Hurricanes Matthew, Harvey, Irma and Florence.

- State of South Carolina 2015 Flood Recovery
- City of Sumter SC FEMA Flood Recovery
- East Richland County SC Flood Recovery
- Cameron Parish LA Hazard Mitigation Advisory
- East Baton Rouge Parish LA Sheriff's Office Recovery
- Sea Gate NY Superstorm Sandy Recovery
- New York Rising Housing Program
- New York City Build It Back Housing Program
- Port Arthur TX Harvey Recovery
- Houston Housing Recovery Program TX
- Livingston Parish LA Sheriff's Office Recovery
- Gulf Coast Water Authority TX
- Houston TX Harvey Damage Assessments



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- Phi
- Harris County TX Harvey Disaster Recovery Facility Assessments Port Arthur, Harvey Recovery
- League City TX Harvey Disaster Recovery
- City of Pearland TX Harvey Recovery Assistance & Facility Assessments
- Fort Bend MUD 25 TX Harvey Recovery & Facility Assessments
- · City of Humble TX Harvey Debris Mgmt. & Facility Assessments
- Porter SUD TX Harvey Disaster Recovery
- St Johns County FL Matthew Recovery
- Nassau County NY Superstorm Sandy Recovery
- Nassau County NY Bay Park STP Plant Superstorm Sandy Recovery
- State of West Virginia Housing Recovery Program Tier 1&2 Environmental Reviews
- St Bemard Parish LA Katrina/Rita Recovery & Closeout
- State of Louisiana Hazard Mitigation Grant Program
- City of Longmont CO Needs Assessment & Advisory Services
- State of CO HUD Technical & Recovery Assistance

### **SCF ARQUITECTOS**

Founded in 1984 as Sierra Cardona Ferrer, the firm now known as SCF has been in business in Puerto Rico for 31 years. Founding partners Segundo Cardona, FAIA, Alberto Ferrer, AIA as well as Carmen Rita Fortuño, AIA and Clemente González have successfully led the firm by maintaining a true commitment to the concept of lasting architectural values through innovative yet restrained design solutions. Evidence of this approach are the many AIA and other prestigious awards for design excellence received



by the firm, including Awards for Excellence in Design from the Florida Association of the American Institute of Architects. Mr. Cardona was recipient of the prestigious Henry Klumb Award (1992), the highest award for Architecture in Puerto Rico was also named AIA Fellow.

SCF is responsible for the architectural design of some of the most prominent local buildings such as the Headquarters of Universal Insurance, El Portal Visitors Center and main vestibule of the El Yunque Caribbean Rainforest, and the impressive ocean front villas in the Westin Rio Mar Beach Resort. SCF designed eight (8) stations of the Urban Train, and was in charge for the design of the world-renowned Coliseo de Puerto Rico Jose Miguel Agrelot.

SCF also has a vast experience designing luxury residential condominiums, as well as iconic buildings for prominent financial institutions such as Banco Popular de Puerto Rico and Doral Bank.



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In addition to the increasingly significant list of projects completed in Puerto Rico, the firm has completed design projects in the United States, the Netherlands Antilles, the U.S. Virgin Islands, Venezuela, Panama, Argentina, Spain and Egypt.

SCF has a vision of professional excellence in service and design. Its major areas of concentration include institutional, health, office, and commercial facilities, as well as hospitality developments and master plans. The full range of architectural and engineering services is complemented by a highly experienced space planning and interior architecture group headed by Arch. Ferrer who is also in charge of hospitality projects. SCF is honored to have among its clients, many of the most prominent local and stateside corporations and institutions.

With experience in nearly all project types, SCF combines outstanding design skills with superior project management capabilities. The depth of the firm's expertise combined with the breath of its services sets them apart.

The firm's multidisciplinary approach makes it possible to play a crucial role in many phases of projects, from master planning and feasibility studies, to architectural design and interior architecture. They have also successfully collaborated with other design and construction professionals, including state-side firms, in a wide array of projects.

Design services include programming, space planning, furniture design and selection, selection of finishes and equipment, preparation of construction documents, including electrical, mechanical, structural, civil and fire and life safety consultant documents. The firm's engineering consultants have vast experience in all project types. Services also include submission of required documents for obtaining Construction Permits, as well as oversight of Construction Administration.

#### LA DESIGN GROUP

LA Design Group, PSC (LADG) is a Puerto Rico-based professional services corporation dedicated to providing civil engineering, architectural, consulting and inspection services. Founded in 1993, the firm has enjoyed steady and continued growth, while maintaining a commitment to the concept of innovative designs. LADG's main



mission is to provide its selective group of clients with excellence in service and design.

LADG specializes and has vast experience in the planning and designing of residential, commercial, institutional and industrial developments, with a concentration in architectural design, studies, site engineering and permitting



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Boasting a cadre of highly experienced professionals and support staff, LADG has designed more than 300 projects in the past 25 years.



- · Las Haciendas Canovanas, PR
- · Montelago Estates Toa Alto, PR
- Aguacate Sports Facility Yabucoa, PR
- Hacienda Isabel Juana Diaz, PR
- Artesia Guavnabo, PR
- Casa de Alabanza AMEC Canovanas, PR
- Coamo Springs St. Catalina Coamo, PR
- Brighton Country Club Dorado, PR
- Galicia Del Mar Juana Diaz, PR
- Iglesia Torre Fuerte Caguas, PR
- Il Villagio Guaynabo, PR
- · Caminito Gurabo, PR
- · Oceana San Juan, PR
- Juncos Municipality Flood Analysis Juncos, PR
- Brisas Del Mar Guayama, PR
- Quintas de Altamira Canovanas, PR
- Grand Palm II Vega Alta, PR
- Paseos Del Rio Caguas, PR
- City Paradise Barceloneta, PR
- Las Palmas De Cerro Gordo Vega Alta, PR
- · Costamar Loiza, PR
- Garden Village Guaynabo, PR
- Sala Santiago Iglesias Hato Rey, PR
- Royal Palm Vega Alta, PR
- · San Pedro Apartments Fajardo, PR

#### ADDITIONAL FIRMS

The aforementioned firms are dedicated to our team and have signed exclusive agreements with SLS. If selected, we will augment our team with appropriately qualified and available firms to ensure the level of service mandated by the contract.



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### **RELEVANT PROJECTS**

The following projects demonstrate our construction experience in both the CDBG-DR and FEM arenas, which are relevant from reconstruction and rehabilitation perspectives.



### NEW YORK CITY BUILD BACK PROGRAM 2015 - PRESENT SUPERSTORM SANDY RECOVERY





### LOCATION:

New York City (Staten Island & Queens)

#### CLIENT:

New York City Department of Design & Construction

TYPE: HUD CDBG-DR

VALUE: \$366.6 million

UNITS: 750+ homes

### PROJECT SUMMARY

In 2012, Superstorm Sandy impacted New York City and surround region causing massive devastation to the housing stock. In response, the City immediately implemented the Rapid Repairs Program, which provided basic home repair services to allow residents to shelter in place for the months following the storm. SLS was a prime contractor in RRP, and based on its success, was subsequently selected to take part in the Build It Back Program, which was New York's permanent housing recovery initiative. Build It Back encompassed the most affected areas of the City, with the goal of rehabilitating, elevating and reconstructing as much of the housing stock meeting HUD CDBG-DR recovery criteria as possible.



SLS was engaged as program and construction manager for BIB in the boroughs of Staten Island and Queens and tasked with implementing and managing the permanent recovery of homes through various methods, including site-built structural work, as well as innovative modular home replacement. In this role, SLS is responsible for the complete oversight of design, engineering, procurement, contractor selection and contractor management, as well as program compliance, meeting all required HUD CDBG-DR standards and regulations. SLS was given the more challenging homes in the Program in terms of location, logistics and work scope and has worked diligently with City staff to implement innovative solutions to accomplish program goals as quickly and efficiently as possible.

With decades of experience in construction and development, SLS executes a wide variety of unique projects. From



### SOUTH CAROLINA PLOOD HOUSING RECOVERY PROGRAM 2016-2018 FLOOD RECOVERY





LOCATION:

South Carolina (22 counties)

CLIENT:

South Carolina Disaster Recovery Office

TYPE: HUD CDBG-DR

VALUE: \$70.0 million

UNITS: 1,200+ homes

PROJECT SUMMARY



In 2015, massive flooding impacted South Carolina, rendering a large volume of homes uninhabitable due to flood, rain and wind damage. As a result, SCDRO and HUD instituted a concentrated recovery program designed to restore or replace the housing stock, much of which was located in the more rural areas impacted throughout the state.

SLS was engaged by SCDRO and program administrator Horne, LLP to act as construction manager and general contractor to manage and execute the housing construction component for the Program, which entailed the permanent rehabilitation or replacement of over 1,200 impacted homes. The work included the rehabilitation of recoverable "stick-built" homes, as well as the reconstruction of destroyed homes either through mobile home or modular home replacement.

SLS was responsible for the management and oversight of design, engineering, permitting, procurement, homeowner management, contractor selection and construction management of the homes, all performed according to HUD CDBG-DR standards and guidelines.



### NEW JERSEY RREM PROGRAM 2013-2016 SUPERSTORM SANDY RECOVERY





### LOCATION:

New Jersey (9 coastal counties)

### CLIENT:

New Jersey Department of Consumer Affairs

TYPE: HUD CDBG-DR

VALUE: \$22.5 million

UNITS: 160+ homes

### PROJECT SUMMARY



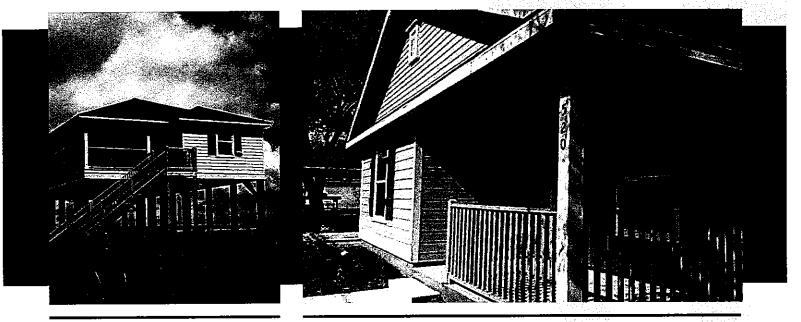
In late 2012, Superstorm Sandy delivered a devastating blow to the northeastern United States, including the entire New Jersey coast. Sandy brought unprecedented flooding and wind damage, which left thousands of homes throughout coastal regions of the state destroyed or uninhabitable. As a result, New Jersey instituted the HUD-funded RREM Program with the goal of reconstructing or restoring as many qualified homes as possible to safe and resilient conditions.

SLS was engaged as one of several prime contractors for recovery and was tasked with the permanent reconstruction, rehabilitation and elevation of homes within the affected areas. Working under the DCA, as well as program managers Gilbane and CB&I, the SLS team delivered complete design-build services, including scope assessments, architectural and engineering design, permitting, procurement, construction and subcontractor management.

Working within HUD CDBG-DR standards and guidelines for design, construction and delivery, SLS constructed homes under expedited timelines and worked with homeowners and stakeholders throughout the state to provide homes designed and constructed to mandated aesthetic, quality and safety standards.



### TEXAS GLO HOUSING RECOVERY PROGRAM 2010-2016 HURRICANE RECOVERY



LOCATION: Texas (various locations)

CLIENT: Texas General Land Office

TYPE: HUD CDBG-DR

VALUE: \$150.0 million

UNITS: 2,100+ homes

### PROJECT SUMMARY



In the 2000's, Hurricanes Ike, Dolly and Rita severely impacted Texas, causing major damage to multiple regions throughout the state, including the Gulf Coast, Central Texas, Southeast Texas and the Rio Grande Valley. As a result, thousands of homes were rendered uninhabitable, with homeowners displaced and left without viable primary residences. In response, the State of Texas and HUD instituted a comprehensive housing program to assist in restoring the housing stock through home rehabilitation, elevation and reconstruction.

SLS was engaged in a pool of statewide prime contractors to participate in housing recovery efforts and was tasked with providing a full spectrum of services, including design, engineering, permitting, procurement and construction.

Round 1 of the Program was instituted at the regional, county and municipal levels, with SLS directly serving entities such as the City of Galveston, Galveston County, the City of Houston, Harris County, the Southeast Texas Regional Planning Commission and the Lower Rio Grande Valley Development Council. Round 2 was consolidated at the State level, with SLS continuing to serve the same regions, but working directly under the Texas GLO.



### PUERTO RICO STEP PHC PROGRAMS 2018 - 2020 HURRICANE MARIA RESPONSE



LOCATION: Puerto Rico

CLIENT: Puerto Rico Department of Housing

TYPE: FEMA

VALUE: \$378 million

UNITS: 24,000+ homes

PROJECT SUMMARY



In late September 2017, Hurricane Maria devastated Puerto Rico just weeks after Hurricane Irma impacted the island. Both storms severely disrupted the economy, housing stock and infrastructure, with thousands of residents displaced and left without viable housing or shelter. The Puerto Rico Department of Housing in conjunction with FEMA immediately instituted a comprehensive STEP program to immediately restore as much housing as possible in the near term and allow residents to return to their homes until permanent repairs could be made.

SLS was engaged as a prime contractor in the endeavor and immediately mobilized personnel, equipment and materials to Puerto Rico from the mainland. Within a matter of weeks, SLS was fully operational and performing the comprehensive scope of work, which includes inspections, damage assessments, home rehabilitation, logistics, compliance and construction oversight. Several months into the STEP program, SLS was given the additional assignment as a prime contractor in the subsequent PHC program, which is focused on major rehabilitations and reconstructions of over 80 homes that did not qualify for STEP repairs.

Working under program managers Adjusters International (STEP) and Atkins (PHC), SLS will have performed work on over 23,500 homes at a rate of approximately 1,800 per week. Utilizing over 150 subcontractors and over 5,000 personnel, SLS is tasked with providing safe and quality FEMA-compliant work, while also providing intense management to a myriad of logistical, operational, administrative and personnel challenges inherent to a storm-ravaged location.

2018



### U.S. VIRGIN ISLAMOS STEP EMERGENCY HÖME REPAIR PROGRAM

**HURRICANE MARIA RESPONSE** 



### LOCATION:

U.S. Virgin Islands (St. Thomas & St. John)

### CLIENT:

U.S. Virgin Islands Department of Housing

TYPE: FEMA

VALUE: \$13.5 million

UNITS: 1,500+ homes

### PROJECT SUMMARY



In September 2017, Hurricane Maria made landfall in the Virgin Islands just 14 days behind Hurricane Irma. The Category 5 storm devastated the islands, severely impacting the densely populated St. Thomas and St. John. Thousands of homes were damaged or destroyed, with an even larger number of residents and citizens left without viable shelters. In response, the USVI Department of Housing instituted the FEMA-funded STEP Emergency Home Repair Program.

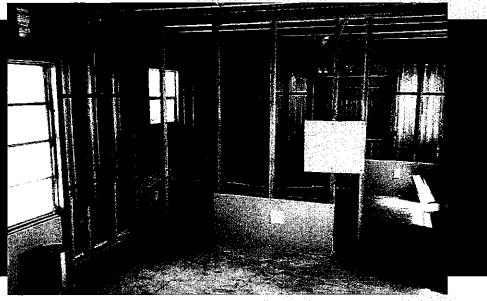
SLS was selected as a prime contractor for the Program and tasked with the rapid execution of the STEP initiative, with the mission of providing basic repairs to damaged homes and allowing displaced residents to return as quickly as possible. Working under program manager Witt O'Brien and utilizing over 100 personnel, SLS performed demolition, electrical, mechanical, plumbing, roofing, flooring and carpentry work. SLS was also tasked with the permanent reconstruction of 23 homes that could not be repaired through STEP methods.

Logistical challenges included shipping all major equipment, materials and supplies from Florida and the rapid rehabilitation of homes to current building codes that were never originally code compliant, as well as retraining a local workforce skilled in CMU construction to work under FEMA-mandated wood construction guidelines.



### MONROE COUNTY, FLORENT STEP PROGRAM 2017 - 2018 HURRICANE IRMA RESPONSE





### LOCATION:

Florida Keys - Monroe County, Florida

### CLIENT:

Monroe County, Florida

### TYPE: FEMA

VALUE:

\$2.0 million

### UNITS:

150+ homes

PROJECT SUMMARY



In September 2017, Hurricane Irma impacted the Caribbean Basin and the southeastern United States, leaving widespread mass destruction in its wake. The Florida Keys were heavily impacted, with thousands of homeowners displaced due to severe wind, rain and flood damage. Monroe County, primarily comprised of the Keys, instituted a FEMA-funded STEP program to provide emergency repairs to homes that could be feasibly rehabilitated.

In late 2017, SLS was engaged by Monroe County to execute the STEP program as construction manager and general contractor. SLS, utilizing in-house personnel and resources, as well as local subcontractors and suppliers, provided basic repair services to the homes in a tightly compressed timeframe. Tasks included demolition, electrical, HVAC, plumbing, drywall, roofing, flooring and other fundamental services required to allow residents to return to their homes and shelter in place until permanent repairs could be made.



### TX GLO DAHLR PROGRAM 2018 HURRICANE HARVEY RESPONSE



LOCATION: Harris County, Texas

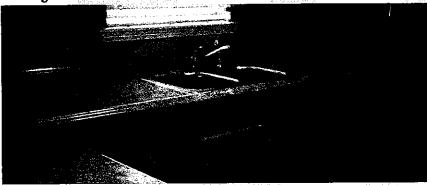
CLIENT: Texas General Land Office

TYPE: FEMA/State of Texas

VALUE: \$1.8 million

UNITS: 46 homes

PROJECT SUMMARY



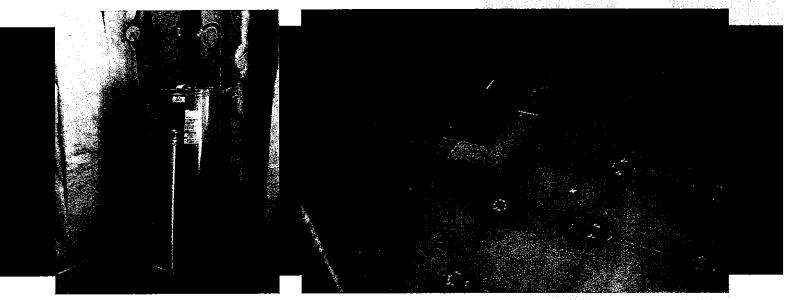
In 2017, Hurricane Harvey impacted the Texas Gulf Coast, with the greater Houston area hit especially hard. Thousands of homes were damaged and destroyed from storm damage and catastrophic flooding, and an even greater number of homeowners and residents were left displaced as a result.

In response, the Texas GLO instituted several short-term programs to assist residents in returning to their homes as quickly as possible. The first program (PREPS) was funded by FEMA, with the intent of providing minimal STEP repairs to allow for sheltering in place. The second program was known as DAHLR, and provided quasi-permanent repairs to homes that were not completely destroyed, but required more repairs than the PREPS program allowed.

In addition to being a contractor in the PREPS program, SLS was also engaged in DAHLR to perform work throughout areas in Harris County that were outside the Houston municipal limits, with several homes completed in other counties surrounding Houston. Working within a \$60,000 construction cap per home, the general scope of work included providing residents with the restoration of one bedroom, one bathroom, kitchen, climate control, weatherproofing and fully functioning electrical and plumbing systems. Overall SLS tasks included inspections, scope development, homeowner management, subcontractor engagement and management, procurement, construction and warranty services, with all homes completed within a five-month timeframe.



# CITY OF HOUSTON DAHLR PROGRAM 2018 HURRICANE HARVEY RESPONSE



LOCATION: Houston, Texas

CLIENT: GLO and City of Houston, Texas

TYPE: FEMA/City of Houston

VALUE: \$1.1 million

UNITS: 21 homes

PROJECT SUMMARY



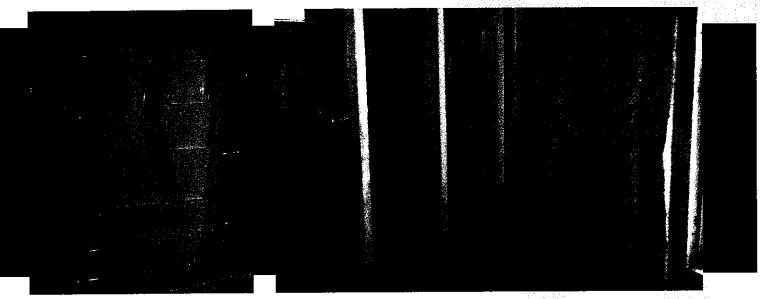
In August 2017, the City of Houston was severely impacted by Hurricane Harvey. In addition to wind and rain damage sustained from the storm, the city experienced catastrophic flooding from rising rivers and bayous throughout the area. Thousands of homes were damaged and destroyed, with an exponential amount of residents left without viable housing.

The City of Houston immediately instituted the DAHLR program, which was very similar to the Texas GLO DAHLR program, which targeted homes outside of the municipal limits. The intent of the program was to provide residents with quasi-permanent repairs to allow for long-term sheltering until more permanent repairs could be made. The general scope of work included providing residents with the restoration of one bedroom, one bathroom, kitchen, climate control, weatherproofing and fully functioning electrical and plumbing systems, all which were to be performed under a \$60.000 construction cap per home.

SLS was engaged by the City as a prime contractor in the program and tasked with the rapid rehabilitation of assigned homes. Overall tasks included inspections, scope development, homeowner management, subcontractor engagement and management, procurement, construction and warranty services. Providing turnkey solutions, SLS worked closely with City personnel to ensure all homes were completed on budget and within accelerated timeframes.



### TX GLO PREPS PROGRAM 2017-2018 HURRICANE HARVEY RESPONSE



LOCATION: Greater Houston, Texas (7 counties)

CLIENT: Texas General Land Office

TYPE: FEMA/State of Texas

VALUE: \$15.0 million

UNITS: 1,350+ homes PROJECT SUMMARY



In summer 2017, Hurricane Harvey made landfall in Texas, bringing massive flooding and damage to the state's entire Gulf Coast. The greater Houston region was heavily impacted, with thousands of homes rendered uninhabitable due to high flood waters and resultant structural, electrical and plumbing system damage.

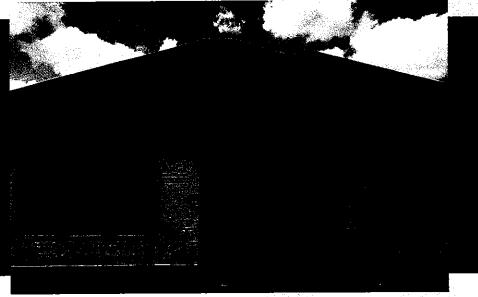
In response, FEMA and the Texas GLO instituted the PREPS program, with the mission of providing basic STEP repairs to eligible homes and allow residents to return home quickly. The scope of work focused on repairing residences where homeowners could utilize their kitchens and have a functioning bathroom. Allowable costs per home were capped at \$20,000, and the intent was for feasible sheltering in place until permanent repairs could be made.

SLS was engaged to perform services in the program, with housing assignments in Harris, Brazoria, Liberty, Montgomery, Galveston, Fort Bend and Chambers counties. Tasks included conducting initial inspections, developing scopes of work, scheduling, homeowner management, material procurement, subcontractor engagement and management, conducting final inspections and providing warranty services. All work was completed in a six-month period at rate of approximately 60 homes per week.



### LOUISIANA SHELTER AT HOME PROGRAM 2016 - 2017 FLOOD RESPONSE





### LOCATION:

Louisiana (greater Baton Rouge region)

### CLIENT:

Louisiana Governor's Office of Homeland Security & Emergency Preparedness

#### TYPE:

FEMA/State of Louisiana

### VALUE:

\$14.0 million

#### **UNITS:**

1.200+ homes

### PROJECT SUMMARY



In 2016, massive rainstorms inundated regions of Louisiana, including the entire greater Baton Rouge area. Thousands of homes were flooded and left uninhabitable from water and wind damage. GOSHEP and FEMA instituted the Shelter in Place Program, which provided basic repairs to residences and allowed citizens to return home until long-term permanent repairs could be made.

SLS was engaged as a prime contractor in the program and was tasked with providing safe and code-compliant clean-out and rehabilitation work, including demolition, electricity, HVAC, hot water and temporary bathroom facilities. Over 250 personnel were utilized, and work was performed seven days a week, in 18-hour days over a five-month period. As a result, SLS was successful in delivering over 1,200 habitable homes back to displaced Louisiana residents.



## FEMA NATIVE AMERICAN HOUSING RESTORATION 2015-2016 STORM RECOVERY



LOCATION:

Oglala Sioux Reservation - Pine Ridge, South Dakota

CLIENT: FEMA

TYPE: Federal

VALUE: \$6.2 million

UNITS: 65 homes

PROJECT SUMMARY

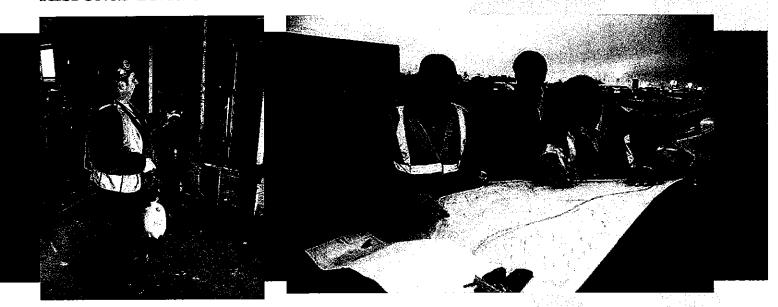


In 2015, the Oglala Sioux Native American Reservation was impacted by severe wind and rain storm events, which further damaged already outdated and dilapidated reservation housing. As a result of the storms, FEMA utilized set-aside grant funding and instituted a program to restore housing on the reservation to current building codes and acceptable housing standards.

SLS, in partnership with Native American Small Business interests, was engaged for the project and was tasked with updating the homes to safe, functional and sanitary conditions. Utilizing reservation residents for the labor force, the SLS team executed the work, which included site work, home leveling, ramp and step installation and exterior and interior renovations, as well as HVAC, plumbing and electrical systems repairs and installation. Additional work required to bring the homes up to code included asbestos, lead-based paint, piping and other hazardous material remediation and disposal.



### NEW YORK CITY RAPID REPAIRS PROGRAM 2012-2013 SUPERSTORM SANDY RESPONSE



LOCATION: New York, New York

CLIENT:

New York Department of Environmental Protection

TYPE: FEMA / New York City

VALUE: \$90.0 million

UNITS: 2,100+ homes

PROJECT SUMMARY



In late 2012, Superstorm Sandy made a devastating impact on the northeastern United States, including much of New York City. In an effort to assist affected residents to shelter-in-place during the winter months, the City and FEMA instituted the Rapid Repairs Program. The Program promoted the immediate emergency repairs of homes, which mitigated homeowner displacement and provided the necessary work to allow for continued residency until permanent repairs could be made.

SLS was engaged by the City as one of several prime contractors to perform these repairs, concentrating on homes throughout Staten Island and Queens (Broad Channel). Tasks included demolition, mechanical, HVAC, plumbing and electrical repairs necessary to allow for safe and stabilized occupancy for residents. The work was performed in approximately five months following the storm, with an average of 40 homes completed per day under very challenging weather, geographic and logistical conditions.

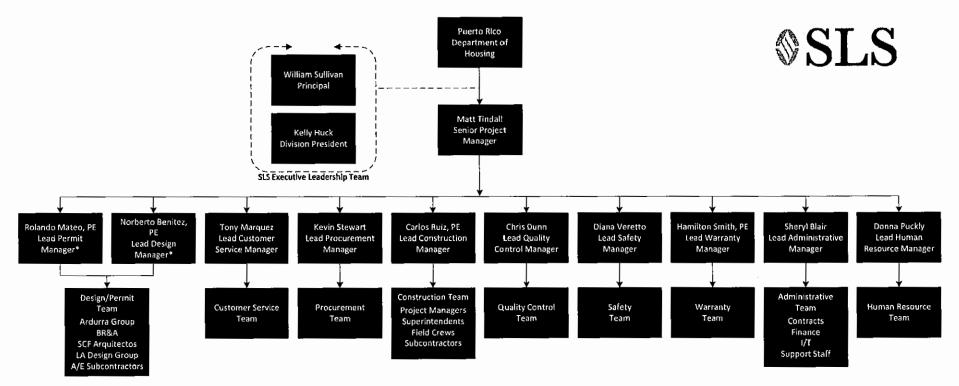
Working under City staff and program manager CB&I, SLS employed the services of approximately 45 union and non-union subcontractors, with over 320 personnel engaged in the project. Work was executed seven days a week, 18 hours per day under highly accelerated timeframes and performance standards.



### VOLUME 2 ORGANIZATIONAL CHART



### ORGANIZATIONAL CHART



\* Subcontractor

3



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### STAFFING PLAN

The following is a summary of the personnel and staff to be engaged on the project, as well as availability and level of effort.

#### **KEY PERSONNEL**

SLS Principal: .20 FTE – 20% project dedication, located in Texas & Puerto Rico

SLS Housing Division President: .40 FTE - 40% project dedication, located in Texas & Puerto Rico

Senior Project Manager (SLS): 1.0 FTE - 100% project dedication, located in Puerto Rico

Lead Design Manager (BRA): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Permit Manager (BRA): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Procurement Manager (\$LS): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Construction Manager (SLS): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Safety Manager (BRA): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Quality Control Manager (SLS): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Human Resources Manager (SLS): 1.0 FTE - 100% project dedication, located in Puerto Rico

Lead Warranty Manager (SLS): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Customer Service Manager (\$LS): 1.0 FTE – 100% project dedication, located in Puerto Rico

Lead Administrative Manager (SLS): 1.0 FTE - 100% project dedication, located in Puerto Rico

#### ADDITIONAL MANAGEMENT

In addition to the Key Personnel named in the RFP, the following positions will provide management functions:

Contracts Manager (SLS): Responsible for all contracts and document control functions

I/T Manager (SLS): Responsible for all technology functions

Financial Controls Manager (SLS): Responsible for all financial functions

<u>Project Managers (SLS)</u>: Responsible for portfolio home production and operations

**Superintendents (SLS):** Responsible for field operations

The above management staff will all be 1.0 FTE – 100% project dedication and located in Puerto Rico full-time.





### ADDITIONAL PERSONNEL & STAFF

The following personnel will provide logistical, operational and administrative support to the appropriate Key Personnel and additional managers. They will all be fully dedicated (1.0 FTE) to the project and will be located in Puerto Rico.

Design Team Permitting Team

Procurement Team Operations Team

Safety Team Quality Team

Human Resources Team Warranty Team

Customer Service Team Administrative Team

Contracts Team I/T Team

Field Personnel Subcontractors

The above teams will be staffed appropriately according to volume of work assigned and the logistical requirements for each division team to adequately perform its work. At no time will any key position, management position or support team be understaffed.





## VOLUME 2 KEY STAFF RESUMES & PROFESSIONAL INFORMATION





### KEY LEADERSHIP

The following individuals will provide key leadership for the Program:

### SLS Principal - William Sullivan

Mr. Sullivan is Principal and President of SLS and has over 21 years of experience in the construction industry. He has served in an executive leadership role in every CDBG-DR, FEMA and government-funded housing program for SLS since the inception of the company, and is responsible for the executive management of all SLS personnel, operations and client relations. Mr. Sullivan holds a Bachelor of Science in Business Administration from Texas A&M University in College Station, Texas. His responsibilities for the contract will include the following:

- Executive management of the PRDOH contract;
- Executive level communications with PRDOH counterparts;
- Strategy formulation for PRDOH contractual goals and objectives;
- Executive oversight to senior SLS management in successful execution of PRDOH mission objectives;
- Oversight of overall contract performance;
- Direction and support of SLS management in the accomplishment of the program's objectives;

#### SLS Housing Division President - Kelly Huck

Mr. Huck is the Housing Division President for SLS and has over 17 years of experience in the construction industry. He focuses primarily on the executive and operational management of all SLS housing projects, with an extensive background in the execution of government-funded disaster recovery housing programs. Mr. Huck oversees all aspects of the Housing Division and provides leadership and management to all housing staff. He holds a Master of Business Administration in Management from the University of Texas in Austin, Texas and a Bachelor of Arts in Business Administration from Texas Lutheran University in Seguin, Texas. His responsibilities for the contract will mirror those of the SLS Principal, with an intense oversight of the following:

- Executive management of the PRDOH contract;
- Executive level communications with PRDOH counterparts;
- Strategy formulation for PRDOH contractual goals and objectives;
- Executive oversight to senior SLS management in successful execution of PRDOH mission objectives;
- · Oversight of overall contract performance;



Direction and support of SLS management in the accomplishment of the program's objectives;

### <u> Senior Project Manager – Matt Tindall</u>

Mr. Tindall is a Housing Division Vice President and Senior Project Manager for SLS. He has over 16 years of experience in the construction industry, with a concentration on the management and operational aspects of housing assignments, including all HUD CDBG-DR and FEMA projects. His primary responsibilities include executive communications, division line oversight and management, operational oversight, strategy formulation and implementation, standard and regulation compliance and issue identification and resolution. Mr. Tindall holds a Bachelor of Arts in Communications Design from Texas State University in San Marcos, Texas. His responsibilities for the contract will be those outlined in Section 3.2.1 of the RFP, to include:

- Formulate, organize and monitor the overall performance;
- Define objectives and strategies to achieve program success;
- Making key decision to accomplish the program's objectives;
- Coordinating cross-phases activities;
- Lead, train and evaluate other senior staff and their performance;
- Developing and managing the master schedule of the projects;
- Developed deadlines and complete milestones;
- · Coordinating various components of projects to ensure the on-time delivery of the overall milestones:
- Manage and control the Construction Manager's budget;
- Identifying and allocating resources to the organization;
- Assess risk and manage changes in the projects;
- Assess program performance for the continues improvement;
- Assume responsibility for the organization's performance and its staff;
- Prepare and explain the executive reports to the Owner and its Representatives; and
- Any other function required to support the R3 Program.

#### <u>Lead Design Manager – Norberto Benitez, PE</u>

Mr. Benitez is a Principal of Benitez, Ramos & Associates, PHC and has over 20 years of experience in the construction industry. He is primarily responsible for design, program and project management for the firm, with a focus on the comprehensive executive oversight of planning, execution, monitoring, control and closure of assignments. Mr. Benitez is a registered Professional Engineer and holds a Bachelor of Science in Civil Engineering from Marquette University in



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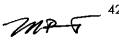
Milwaukee, Wisconsin. His responsibilities for the contract will be those outlined in Section 3.2. the RFP to include:

- · 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.

#### <u>Lead Permit Manager – Rolando Mateo, PE</u>

Mr. Mateo is a construction and project manager with Benitez, Ramos & Associates, PHC and has over 20 years of experience in the construction industry. His primary roles with the firm involve permitting, compliance, quality control and design coordination for engineering assignments. Mr. Mateo has an extensive background in the pre-construction and quality aspects of projects, ensuring that all regulatory fundamentals are compliant with standards, laws and codes. He is a registered Professional Engineer and holds a Bachelor of Science in Civil Engineering from the University of Puerto Rico in Mayaguez, Puerto Rico. His responsibilities for the contract will be those outlined in Section 3.2.3 of the RFP, to include:





- Assisting with the development of the projects' schedule, especially in the permitting and  $\ell'$ 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.

#### <u>Lead Procurement Manager – Kevin Stewart</u>

Mr. Stewart is Procurement Manager for SLS and has over 25 years of experience in the construction industry. His focus includes procurement, estimating, scheduling, subcontractor relations and the quality management of these functions for SLS housing projects. Mr. Stewart holds a Bachelor of Science in Business Administration from Roosevelt University in Chicago, Illinois. His responsibilities for the contract will be those outlined in Section 3.2.4 of the RFP, to include:



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- 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;

Assisting with the development of the projects' schedule, especially in the procurement

- 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;
- Ensure the compliance of the R3 projects with the Buy American Act;
- 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.

### Lead Construction Manager - Carlos Ruiz, PE

Mr. Ruiz is a Construction and Project Manager with SLS and has over 18 years of experience in the construction industry. He has an extensive background in project management, workforce coordination, subcontractor management, scheduling, budgeting and quality control. Mr. Ruiz has construction and engineering experience in both the government and private sectors, with a concentration in disaster recovery and mitigation projects. He is a registered Professional Engineer and holds a Bachelor of Arts in Civil Engineering from the University of Puerto Rico in Mayaguez, Puerto Rico. His responsibilities for the contract will be those outlined in Section 3.2.5 of the RFP, to include:





- 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-feam 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.

#### Lead Safety Manager – Diana Veretto

Ms. Veretto is a Health & Safety Officer with SLS and has over 14 years of experience in the construction industry, with a specific focus on health and safety. She is primarily responsible for the development of health and safety standards and regulations, training, education, inspections, conformance and enforcement. Ms. Veretto holds a Bachelor of Science in Occupational Health and Safety from Columbia Southern University in Orange Beach, Alabama, as well as numerous OSHA and specialized occupational health and safety certifications. Her responsibilities for the contract will be those outlined in Section 3.2.5 of the RFP, to include:

- 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



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Any other function required to support the R3 program.

### Lead Quality Control Manager – Chris Dunn

Mr. Dunn is a Quality Control Manager and Project Manager for SLS and has over 30 years of experience in the construction industry. He has been involved in the majority of SLS's disaster recovery projects over the past decade and has primarily served as a project manager tasked with quality assurance and control processes for procurement, scheduling, construction and internal and subcontractor workmanship and performance. He is responsible for the implementation, management and enforcement of all quality performance procedures and standards, as well as the oversight of non-conformance correction. Mr. Dunn holds a Bachelor of Arts in Business Administration from Florida State University in Tallahassee, Florida. His responsibilities for the contract will be those outlined in Section 3.2.7 of the RFP, to include:

- 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;



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- 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.

### Lead Human Resources Manager – Donna Puckly

Ms. Puckly is Human Resources Directory for SLS and has over 15 years of experience in the industry. In this role, she is responsible for the oversight of all aspects of personnel management, including the development, management and oversight of personnel policies, procedures and standards, training, hiring, payroll, reporting, benefits, contracts and compliance. Ms. Puckly holds a Bachelor of Science in Business Administration from Edinboro University in Edinboro, Pennsylvania. Her responsibilities for the contract will be those outlined in Section 3.2.8 of the RFP, to include:

- 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.



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## <u>Lead Warranty Manager – Hamilton Smith, PE</u>

Mr. Smith is a Construction & Operations Manager for SLS and has over 11 years of experience in the construction industry. His responsibilities for SLS include construction management, scheduling, subcontractor management, phasing, quality control, value-engineering and construction field personnel management. Mr. Smith is a registered Professional Engineer and holds a Bachelor of Science in Civil Engineering from Auburn University in Auburn, Alabama. His responsibilities for the contract will be those outlined in Section 3.2.9 of the RFP, to include:

- 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.



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Although not named in the RFP as required Key Personnel, we have added the two following positions as senior management roles due to their importance to contract performance:

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# <u>Lead Customer Service Manager – Tony Marquez</u>

Mr. Marquez is a Customer Service Manager for SLS and has over 36 years of experience, with over two decades in dedicated customer service within the construction industry. He has spent the past decade as a lead customer service representative for SLS, focusing on working with homeowners in all issues relating to housing rehabilitation and reconstruction. Mr. Marquez specializes in working with homeowners in disaster-oriented scenarios and works with them to address concerns and resolve issues in highly-sensitive conditions requiring dedicated attention, constant communication and strong relationship and trust skills. He is bilingual, fluent in both English and Spanish, which will be a tremendous asset in working with Puerto Rican homeowners. Mr. Marquez holds a Bachelor of Science in Accounting from St. Edwards University in San Antonio, Texas.

## <u>Lead Administrative Manager – Sheryl Blair</u>

Ms. Blair has over 25 years in the construction industry and currently serves as a Deputy Program Manager, as well as Administrative Manager for various housing projects and programs. She specializes in leading a team that concentrates on all aspects of project administration, including contracts, subcontractor relations, document control, finance, accounts receivable, accounts payable, information technology and general administrative and operational support. In this role, Ms. Blair is highly experienced in disaster recovery-related programs including emergency housing, rapid repair housing and permanent housing. Her experience covers all areas of the nation where SLS has worked, and she plays a key role in implementing, managing and maintaining administrative systems and controls for large and complex housing programs. Ms. Blair holds a Bachelor of Science in Business Administration from the College of the Mainland in Texas City, Texas.







# **Education**

B.A. Business Administration Finance Texas A&M University College Station, TX 2002

# **Contact Information**

P.O. Box 17017 Galveston, TX 77552 713.880.8411 wsullivan@slsco.com

# Overview

Mr. Sullivan brings over 21 years of experience in construction and development, including the leadership in executing multiple FEMA and CDBG-DR housing assignments over the past decade. His most notable assignments include large-scale housing projects for the States of Texas, Louisiana, Florida, Puerto Rico, the U.S. Virgin Islands, New York and New Jersey, as well as for numerous Federal, regional, county and municipal clients.

# Project Experience

# Puerto Rico STEP/PHC Programs

Mr. Sullivan serves as the Program Executive for both of the Puerto Rico housing programs, which involve the comprehensive rehabilitation and reconstruction of thousands of homes damaged during the 2017 hurricane season. He was responsible for executive level oversight, strategy development and implementation and executive level communications.

## U.S. Virgin Islands STEP Emergency Home Repair Program

Mr. Sullivan serves as Program Executive for the STEP rehabilitation of thousands of homes on St. John and St. Thomas severely damaged during the 2017 hurricane season. His responsibilities include executive level oversight, communications, strategy development and implementation of program initiatives.

#### Monroe County, Florida STEP Program

Mr. Sullivan serves as Contract Executive for the STEP rehabilitation of homes throughout the Florida Keys damaged during the 2017 hurricane season. His responsibilities include executive level oversight, communications, strategy development and implementation of program initiatives.

# South Carolina Flood Recovery Program

Mr. Sullivan served as the Contract Executive for the construction management and general contracting in the permanent rehabilitation and reconstruction of over 1,200 homes throughout South Carolina as a result of massive flooding. He was responsible for executive level oversight, strategy development and implementation and executive level communications.

# Louisiana Flood Shelter-in-Place Housing Program

Mr. Sullivan served as Contract Executive for the rapid rehabilitation of over 1,300 homes following massive flooding throughout greater Baton Rouge in 2016. His responsibilities included executive level oversight, communications, strategy development and implementation of program initiatives.

# New York City Build it Back Program

Mr. Sullivan served as Contract Executive for the permanent rehabilitation and reconstruction of over 750 homes in Staten Island and Queens following Superstorm Sandy. He was responsible for executive level oversight and communication, financial issues and strategy development and implementation.

New Yark City Rapid Repairs Pragram

Mr. Sullivan acted as Contract Executive for the rapid repair of over 2,000 hames of Staten Island and Queens following Superstorm Sandy. He was responsible for executive level aversight, cammunications, financial negotiations, subcontractor relations and production oversight.

FEMA Native American Hausing Restaration

As Contract Executive for the rehabilitation of Native American housing on the Oglala Sioux Reservation in Pine Ridge, SD, Mr. Sullivan was respansible for executive level oversight, contract oversight and cammunications.

New Jersey RREM Program

Mr. Sullivan served as Contract Executive for the permanent rehabilitation, elevation and reconstruction of homes throughout New Jersey damaged by Superstorm Sandy and was responsible for strategy implementation, executive level oversight and communications and pragram compliance.

Texas GLO Disaster Hausing Recovery Program

Mr. Sullivan served as Contract Executive for the permanent rehabilitation, elevation and reconstruction of thousands of homes across Texas damaged or destroyed by Hurricanes Ike, Dolly and Rita. He was responsible for GLO communications, contract oversight, communications with various regional and local jurisdictions, strategy implementation and production oversight.

Amy Young Barrier Removal Pragram

Mr. Sullivan serves as General Contractor for the TDHCA-funded program for the rehabilitation of homes throughout Galveston County. The mission of this program is to modify homes for physically-impaired residents. These modifications are rehabilitative in nature and include handrails and ramps, interior fixtures, minor ADA-compliant structural modifications and bathroom madifications.

FEMA Pennsylvania Emergency Housing Community Site

Mr. Sullivon served as General Contractor for the construction of a 65-unit emergency manufactured housing unit (MHU) housing community site in Tunkhannock, PA following massive tropical storm floading. He was responsible for the complete physical construction of the project, including demolitian, site development, road construction, utility construction, security fencing, landscaping, storm drainage, foundation construction, and the transport, installation and make-ready of the units.

Catholic Charities Homeawner Rehabilitation Pragram

As the General Contractor, Mr. Sullivan led the rehabilitation of 60 homes throughout Galveston County damaged by Hurricane lke. These repairs included minor structural modifications, interior and exterior rehabilitation, utility system rehabilitation and minor "punch-list" type repairs.

Canadian Embassy Emergency Housing

Mr. Sullivan served as Prime Contractor for the reconstruction of Canadian embassy housing in Port-Au-Prince, Haiti destroyed by the 2010 Haitian earthquake. Responsible for constructing a fully-functional, self-contained housing compound for embassy personnel.

FEMA Texas Emergency Housing Community Sites

Mr. Sullivan served os General Controctor for the construction of two emergency housing community sites in Galveston, TX and High Island, TX totaling 106 units following Hurricane lke. He was responsible for demolition, site development, road construction, utility construction, security fencing, storm drainage, foundation construction, and the transport, installation and make-ready of the units.





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# Education

Master of Business Administration General Management University of Texas at Austin Red McCombs School of Business Austin, Texas 2007

Bachelor of Arts Business Administration International Business concentration Texas Lutheran University Seguin, Texas 2000

# **Contact Information**

P.O. Box 17017 Galveston, TX 77552 713.880.8411 khuck@slsco.com

# Overview

Mr. Huck has over 18 years of experience in architectural, engineering and construction industry over a diverse graup of business lines. Mr. Huck has been 100% dedicated to managing large scale CDBG-DR housing programs since 2012. Most recently, his projects have included management in excess of \$500M in delivery of HUD CDBGDR Housing Programs helping the State of Texas and New York City residents recover from the devastating effects from Hurricone Ike and Hurricane Sandy. His roles have included client management, program management, project management, FEMA Public Assistance Group Supervisor providing disoster-wide oversight of debris removal operations in Texas following the landfall of Hurricone Ike in 2008, environmental remediation of publicly and privately owned facilities, transportation design/build, water/wastewater program management, and oil and gas projects in remote regions of Alaska.

# Project Experience

Project Executive, New York City Department of Design and Construction (DDC), CM/Design/Build for Hurricane Sandy Residential Community Recovery in the Borough of Staten Island

Mr. Huck currently serves as the Project Executive for SLS' \$366M contract with the DDC which is aimed at returning Staten Island residents to their homes following the landfall of Superstorm Sandy in October 2012. SLS' contract, executed in April 2015, includes homeowner interface and management; design octivities for rehabilitation, elevation, and reconstruction projects; procurement; construction management; management of an imprest occount to expedite payments to construction contractors; and coordination and communication with elected officials. Design activities include coordination with the Mayor's Office of Housing Recovery Operations and DDC architects to infuse the Program's Minimum Design Standards into SLS' designs; incorporation of a newly possed Zoning Text Amendment to expedite the design and variance approval process; ensuring designs are compliant with HUD requirements; presentation of housing schematic design solutions to the homeowners to obtain their approvals; development of full construction drowings; and coordination with the New York City Department of Buildings to obtain building department approval.

Client Account Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) and Coastal Resources Mr. Huck served as a Client Account Monager for oll of URS' (AECOM) CDBG-DR and Coastal Resources programs with the GLO. This included the following projects: City of Golveston Rounds 1 and 2; Southeast Texos Regional Planning Commission Round 2 Single-Family, Owner-Occupied program, single family rental, and multifamily rental programs; Lower Rio Grande Valley Development Council Round 2 Single-Family, Owner-Occupied program, single family rental, and multifamily rental programs; Bostrop County Wildfires; and the Galveston County EIS for the Bolivar Peninsula WWTP. In this role, Mr. Huck provided a single point of contact for the GLO to ensure issues and concerns were heard and addressed in an appropriate amount of time, provided senior leadership to the Project teams, and assisted the GLO to develop creative solutions to solve implementation challenges within the rules/regulations governing the programs.

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Program Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 2.2 Housing Program, City of Galveston, TX

Mr. Huck served as the Program Manager for the City of Galveston Round 2.2 Disaster Recovery Housing Program that included \$99M in construction of nearly 350 single-family homes. In this role, Mr. Huck led a team of in-house staff and subcontractors in the development of a full-scale housing program. Pre-initiation tasks included a Needs Assessment, development of Program Guidelines, Outreach plan, and environmental broad review. The program implementation components of the Round 2.2 Program included applicant management, intake/eligibility reviews, environmental review record (ERR) development, lead based paint (LBP) risk assessments/clearance certifications, historical agency coordination, surveying, plans/specification development, closing events with applicants (controct signings), contractor awards, onstruction management, construction inspections, contractor pay request processing, and application closeout. Mr. Huck developed strong local relationships in Galveston to ensure program success with elected officials and City Management personnel.

Program Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 1 Housing Program, City of Galveston, TX

Mr. Huck was tasked with assuming the role of Program Manager for the City of Galveston Round 1 Disaster Recovery Housing Program by request of the Texas GLO due to the program not meeting the performance objectives set by the State of Texas. Mr. Huck organized a program management team to take over the construction of over 400 single-family houses that were languishing, effectively getting them complete with construction in less than 12 months. Mr. Huck led a multi-disciplinary team that conducted an assessment of the program status, reviewed processes and procedures, developed a recovery plan, and implemented new processes to turn the program around and return applicants to their homes. The recovery plan and program changes were reviewed and approved by the GLO which contained recommended actions for the GLO to conduct their own builder procurement and contract with builders directly due to limitations with the City Charter in the City of Galveston. The program implementation components of the Round 1 Program include program assessment, recovery planning, procurement, applicant management, intake/eligibility reviews, environmental review record (ERR) development, lead based paint (LBP) risk assessments/clearance certifications, historical agency coordination, surveying, plans/specification development, closing events with applicants (contract signings), contractor awards, construction management, construction inspections, contractor pay request processing, and application closeout.

Deputy Logistics Team Lead, Alaska Pipeline Project; Anchorage, AK

Mr. Huck served as the deputy logistics team leader for an extensive field program spanning approximately 700 miles in remote Alaska. In this role, Mr. Huck was responsible the day-to-day management of more than 100 field personnel performing environmental studies along a proposed large diameter natural gos pipeline through a proposed route from Prudhoe Bay, Alaska to Calgary, Alberta. Primary responsibilities included facilitation of communications, equipment and data movement between the project offices and field crews, health and safety management, and management of remote camp/lodging providers.

FEMA Group Supervisor - Debris Operations, Federal Emergency Management Agency, Hurricane Ike Mr. Huck, as a secunded FEMA employee, served as the Public Assistance Group Supervisor for debris removal operations in response to Hurricane Ike's impact in Texas. In this role, Mr. Huck managed a Federal grant program budgeted at approximately \$700M and a staff of approximately 70 employees under an ICS compliant organizational structure comprised of FEMA stoff, USACE staff, and contractor staff from various organizations. In this role, Mr. Huck was responsible for FEMA oversight and grant approval for debris removal grants throughout the State of Texas in FEMA's response to Hurricane Ike. Mr. Huck prepared numerous responses to both state and federal congressional inquiries regarding debris removal operations and reimbursement amounts. Mr. Huck participated with FEMA staff to conduct public outreach training on debris removal planning. Mr. Huck was responsible for resolving issues with numerous State officials, County Judges, Mayors, and other elected and appointed officials.





MAY

# **Education**

B.A. Communication Design Texas State University San Marcos, TX 2002

# **Contact Information**

P.O. Box 17017 Galveston, TX 77552 713.880.8411 mtindall@slsco.cam

# Overview

Mr. Tindall is an experienced and effective manager specializing in Federal Program delivery far both HUD CDBG-DR and FEMA pragrams. Mr. Tindall's experience ranges from the consulting industry as a secunded FEMA employee, to the Disaster Recovery Manager for Hurricane Ike as a FEMA employee over both Individual and Public Assistance programs, and as a manager of HUD CDBG-DR pragrams in both Galveston, Texas and New York City.

# Project Experience

Deputy Program Manager, New York City Department of Design and Construction (DDC), CM/Design/Build for Hurricane Sandy Residential Community Recovery in the Borough of Staten Island

Mr. Tindall currently serves as the Deputy Program Manager for SLS' \$366M contract with the DDC to rehabilitate, elevate, or reconstruct 705 houses in Staten Island, NY damaged or destrayed by Superstorm Sandy's landfall in 2012. In this role, Mr. Tindall pravides daily oversight to a team of MWBE architects and engineers for the development of program compliant residential housing designs for both elevation and reconstruction projects. Following campletion of design, Mr. Tindall manages the development of scopes of work and cost estimates required to finalize substantial damage calculations and construction contracts. Daily management of the construction teams falls under the direction of Mr. Tindall as well. SLS has subcontracted construction efforts to 6 separate general contractors and Mr. Tindall's team of construction monagers provide daily oversight on the scattered job sites around Staten Island.

Deputy Program Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 2.2 Housing Program, City of Galvestan, TX

Mr. Tindall served as the Deputy Pragram Manager for the City of Galveston Round 2.2 Disaster Recovery Housing Program that included \$99M in construction of nearly 350 single-fomily homes. Mr. Tindall's primary responsibilities included management and aversight of all homeowner intake/eligibility subcontractars and efforts, management of design activities, and management of construction activities. The Galveston pragram included design and construction challenges relative to the large number of historic districts and homes on Galveston Island in addition to the large amount of lead based point abatement required for elevation/rehabilitation projects. In this role Mr. Tindall managed approximately 7 separate general contractors to camplete construction activities.

Deputy Program Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 1 Housing Program, City of Galveston, TX

Mr. Tindoll served as the Deputy Program Manager on the City of Galveston Round 1 housing program completion. Mr. Tindall's role was to assist with the takeover and remediation of the Galveston Round 1 program following the replacement of a previous management company. Mr. Tindall helped organized a program management teom to complete construction on all homes that had started but not finished with many of the homeowners out of their homes for 9 months or more by the time Mr. Tindall joined the team.

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The implementation components of the Round 1 Program included program assessment, recovery planning, procurement, applicant management, intake/eligibility reviews, environmental review record (ERR) development, lead based paint (LBP) risk assessments/clearance certifications, historical agency coordination, surveying, plans/specification development, closing events with applicants (contract signings), contractor awards, canstruction management, construction inspections, contractor pay request processing, and application closeout.

Disaster Recovery Manager, Federal Emergency Management Agency (FEMA), Region VI Mr. Tindall served as the Disaster Recovery Manager far the Hurricane Ike Recovery Office (HIRO) in Galveston, Texas

In this role, Mr. Tindall monaged oll FEMA recovery programs including both Public Assistance (PA) and Individual Assistance (PA). Mr. Tindall was responsible for managing the grant programs, providing technical assistance to a variety of State, lacal and private organizations and providing interpretation of agency policies, pragrams, and regulations. Mr. Tindall reviewed project applications and supplements, with associated praject worksheets for conformity to Federal regulations and established eligibility criterio and procedural funding requirements. Mr. Tindall provided direct interfoce with public officials, including local government, state, public non-profit, health, education, and Federal afficials representing public institutions. Additionally, Mr. Tindall canducted on-site training for Federal employees and volunteer arganizations.

Public Assistance (PA) Technical Assistance Consultant (TAC), AECOM, FEMA Hurricane lke Recovery Contract Mr. Tindall assisted recovery from Hurricane lke immediately after the storm's landfall as a contractor for FEMA's response to the devastating effects of the starm's landfall. In this role, Mr. Tindall was responsible for the implementation of Public Assistance Operations in support of the transitional recovery pracess. The recovery pracess included coardination with FEMA PA Monagement to aversee and administer PA grants, writing praject worksheets (PWs), developing cost estimates, assessing damages, identifying mitigation opportunities, and monitaring repairs for past Hurricane lke work. This rale required rautine interface with public officials, including local government, state, public non-profits, health, education and other officials representing public institutions.

Field Operations Coordinator, Lone Star Groundwater Conservation District.

As the Field Operations Coordinator, Mr. Tindoll managed various state and Federal grant pragrams used by the District in support of its mission to conserve, protect, and enhance the groundwater resources of Managery County, TX. Mr. Tindoll also developed presentations, managed the efforts of external consultants to ensure the timely campletian of projects, worked with the General Manager on the daily operations of the District, and coordinated the development of external communications includes news releases and advertisements.

# MAS

# NORBERTO M. BENITEZ TORRES, PE

Specialization:
Program Management
Construction Management,
Engineering Management,
QA/QC Procedures, Civil
Design Engineering,
Design/Build Management,
Project Controls Procedures

#### Education:

B.S., Civil Engineering. Marquette University, Milwaukee, Wisconsin, 1998.

Professional Registration:

Commonwealth of Puerto Rico License No. 17348

#### Professional Associations:

- College of Engineers and Land Surveyors of Puerto Rico (CIAPR)
- American Society of Civil Engineers (ASCE)

#### Skills:

- Proficiency with Primavera Software
- MS Project and MS Office
- Excellent interpersonal skills
- · Ability to plan and meet deadlines
- Strong communication skills
- USACE CQM-C Course
- OSHA 10-Hour

# Total Years Experience:

20

#### Citizenship:

USA

# Language Capabilities:

Spanish / English

#### Contact Information:

Address: Marginal Ave. Kennedy ILA Bldg Suite 701 San Juan, PR 00920

Mobile: (787)327-0005

E-mail: nbenitez@brapr.com

# **QUALIFICATIONS**

At

Design/Program/Project Manager with the overall responsibility for the successful planning, execution, monitoring, control, and closure of a project. Has been the Program/Project Manager that oversee and direct the project team responsible for quality control engineering, design coordination and contract administration for the PRIFA/PRASA Initiative CIP Projects South Region. Former Director of Engineering for the Puerto Rico Industrial Development Company (PRIDCo) which involves the processes, systems, and manpower required to manage the life cycle of an approximate industrial real estate area of 25,000,000 square feet. The department has 49 employees, an operating budget of \$14 million and a capital improvement budget of approximately \$30 million

BENITEZ, RAMOS & ASSOCIATES, PSC SAN JUAN, PR (OCTOBER 11 – PRESENT) PRINCIPAL OF THE FIRM with the following responsibilities:

- Direct the engineering program of the organization
- Direct several supervisors and team leaders
- Oversees policies, procedures, protocols and controls that govern operations
- Provides guidance and oversight in preparation of project understandings, budgets, schedules and negotiations
- Responsible for the development and implementation of a company-wide technology strategy and infrastructure
- Develop marketing relationships to secure new business

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY (PRIDCO) SAN JUAN, PR (FEBRUARY 09 – SEPTEMBER 11)

DIRECTOR OF ENGINEERING with the following responsibilities:

- Responsible for the overall operation and financial success of the properties portfolio in accordance with Company policies, procedures and standards
- Develop and implement operating and capital budgets
- Assure optimal functioning of building systems (HVAC, fire/life safety equipment, etc.) and security systems
- Administer environmental programs
- Evaluate service contract requirements; prepare specs bids, negotiate and manage vendors contracts
- Perform lease administration duties including preparing vacant space for lease, verifying lease data and keeping abreast of future requirements



# NORBERTO M. BENITEZ TORRES, PE

CMA ARCHITECTS & ENGINEERS, LLP SAN JUAN, PR (JANUARY 98 – JANUARY 09) DESIGN/PROJECT MANAGER in charge of the following projects:

NEW UNIVERSITY'S PEDIATRIC HOSPITAL, SAN JUAN, PR - Design management for a new 56,000 square feet facility that accommodates thirty (30) cubicles at the Emergency Room and a state of the art burn and oncology units. All design units were in compliance with the AIA Guidelines for Design and Construction of Health Care Facilities.

NEW SYMPHONY HALL, CENTRO DE BELLAS ARTES LUIS A. FERRÉ, SAN JUAN, PR - Construction management, contract administration, and on-site construction safety of a three-story reinforced concrete structure with a gross area of 90,000 square feet with a capacity to accommodate 1,300 seats for the Puerto Rico Infrastructure Financing Authority (PRIFA).

PR-14 SANITARY TRUNK SEWER PHASE I, PONCE, PR -Design/Construction management and contract administration of a 30inch sanitary trunk sewer to serve the eastern part of the municipality of Ponce for the Puerto Rico Infrastructure Financing Authority (PRIFA).

PR-14 SANITARY TRUNK SEWER PHASE II, PONCE, PR -Design/Construction management, quality control and contract administration of a 7.6 Km long sanitary trunk that will improve the existing sanitary sewer system of the southeastern part of the municipality of Ponce for the Puerto Rico Infrastructure Financing Authority (PRIFA).

CULEBRA SANITARY SEWER & VACUUM COLLECTION SYSTEM, CULEBRA, PR - Civil engineering, quality control and design coordination for the sanitary and vacuum collection system at the Clark Wards.

REGIONAL AQUEDUCT SYSTEM, VILLALBA, PR - Construction management, quality control and contract administration for the Villalba Regional Aqueduct which includes a 15 MGD ultrafiltration plant, over 21 kilometers of 36"Ø PCCP transmission pipeline and two 2.5 MG storage tanks. AFI/AAA Initiative with Black & Veatch CIP South Region Management Program.

SANITARY SEWER COLLECTION SYSTEM FOR THE COTO LAUREL COMMUNITY, PONCE, PR - Construction management, quality control and contract administration for the sanitary collection system for the Coto Laurel community in Ponce for the Puerto Rico Infrastructure Financing Authority (PRIFA).

GUÁNICA WASTEWATER TREATMENT PLANT EXPANSION, GUÁNICA, PR - Civil engineering, quality control and contract administration for the expansion of 1.25 MGD to the existing Guánica WWTP.

John E

NORBERTO M. BENITEZ TORRES, PE

TREN URBANO PROJECT (DESIGN/BUILD), RIO PIEDRAS, PR — Contract administration, design coordination and quality control for utilities, cut & cover structures and pavement restoration. Supervising inspection, material testing and office personnel. Estimated project costs and ensure a high level of coordination between the owner (Puerto Rico Highway Authority), contractor (Kiewit, Kenny, Zachry) and operator in a timely manner. Developed and updated Critical Path (CPM) activities schedule for utilities and final restoration.

CITY VIEW PLAZA, GUAYNABO, PR — Resident inspector; quality control engineering and design coordination of site improvements, utilities and concrete pours. Attention to detail on the production of infrastructure construction, monthly application for payment, engineering judgment and decision making. Reviewed contractor's construction activities schedule on Sure-Trak software and construction safety.

TREN URBANO PROJECT (DESIGN/BUILD), RIO PIEDRAS, PR - Resident design civil engineer for sitework, utilities, and pavement restorarion along the Ponce de León Avenue.

References Available Upon Request

MPT

# **ROLANDO MATEO SANTIAGO, P.E.**

Specialization:
Construction Management,
QA/QC Procedures,
Design/Build Management,
Permits, Project Controls
Procedures, Administration

#### Education:

Credits for Master Degree of Engineering in Structural Engineering Polytechnic University of PR - 2004

B.S., Civil Engineering (Cum Laude) University of Puerto Rico, Mayagüez Campus, Puerto Rico - 1998

**Professional Registration:**Commonwealth of Puerto Rico
P.E. License No. 17634

#### Professional Associations:

- College of Engineers and Surveyors of Puerto Rico (CIAPR)
- Institute of Civil Engineers (Actual Secretary)

#### Skills:

- Proficiency with MS Office and AutoCad
- Willing to travel
- Excellent interpersonal and leadership skills
- · Ability to plan and meet deadlines
- Strong communication skills

# Total Years Experience:

#### Citizenship:

USA

# Language Capabilities:

Spanish / English

Contact Information: Address: ILA Bldg. Suite 701

SanJuan, PR 00920 **Mobile:** (787)298-6694

E-mail: mateo@brapr.com

# **QUALIFICATIONS**

Construction/Project Manager with the overall responsibility for the successful planning, execution, monitoring, control, and closure of a project. Has been the resident engineer responsible for quality control engineering and design coordination for the Tren Urbano Railroad Project, first design-build tunnel project in USA, \$260MM. Mr. Mateo is Partner of Benitez, Ramos & Associates, PSC which involves the design, permits, construction management and inspection of public and private projects.

# BENITEZ, RAMOS & ASSOCIATES, PSC SAN JUAN, PR (2015-PRESENT)

# PRE-CONSTRUCTION MANAGER FOR FEMA PERMANENT HOUSING CONSTRUCTION PROGRAM

- Responsible for the General Contractor's residential evaluation and estimation team
- Design coordination
- Permits Manager

#### PROJECT MANAGER AND INSPECTOR

- Retrofit of San Juan Beach Hotel (\$11MM)
- Retrofit of CLC-HUB Offices (\$2MM)
- Sea View Residence (\$2.4MM)
- Demolition of Old Sands Building (\$0.76MM)
- Demolition of Old Regency Building (\$0.83MM)
- New GE Circuit Breaker Center of Excellence (\$20MM)

# INFRACITY ENGINEERING GROUP, PSC COAMO, PR (2005 – 2015)

PRESIDENT with the following responsibilities:

- Responsible for the overall corporate operations
- Construction of residential and commercial structures
- Design of residential and commercial structures
- · Construction and Environmental Permits
- Expert in Court
- Construction Management and/or Inspection of the following projects:
  - New Residence Gonzalez-Rodríguez Family (\$5MM)
  - Caguas Judicial Center (\$96.9MM)
  - Public Housing improvements (\$1.2MM)
  - Roof Upgrade EATON Las Piedras (\$800K)
  - Commercial Building Dr. Questell, Santa Isabel (\$600k)
  - Rehabilitation of sixty residences for the Federal Program Office of the Municipality of Maunabo (\$1.0MM)

# ATLANTIC PIPE CORPORATION

JUANA DIAZ, PR (JANUARY 06 – OCTOBER 09)

SALES MANAGER FOR THE STEEL REINFORCEMENT DEPARTMENT and

STAFF MEMBER in charge of the following duties:

# **ROLANDO MATEO SANTIAGO, P.E.**



- Participate on the decision making process for the corporation issues
- Responsible for the overall department management
- Development of sales and marketing strategy
- Coach and motivate sales team
- Coordinate with Engineering, Buying, Manufacturing, Delivery and Accounting Departments

#### Other Qualifications/Certifications:

- 30-hour Occupational Safety in Construction Industry
- 10-hour Occupational Safety and Health Training Course

#### Seminars:

- · Project Management
- · Construction Defects
- Extended Overhead
- · Concrete Repair
- Sustainable Corrosion Control Solutions for Industry
- · Green Building
- Analysis and Design of Earthquake Resistant Houses
- Certification Program for Eligible Professionals (OGPe)
- Endorsements and Approval Process for New Projects on PREPA
- Effective Supervision UPR RP
- QuickBooks for Bookkeeping
- Basic Financial Concepts for Nonfinancial Managers

CMA ARCHITECTS & ENGINEERS, LLP, SAN JUAN, PR (JANUARY 04 – DECEMBER 05) PROJECT MANAGER in charge of the following projects:

NEW SYMPHONY HALL PHASE I, CENTRO DE BELLAS ARTES LUIS A. FERRÉ, SAN JUAN, PR – Construction management and contract administration of a three-story reinforced concrete structure with a gross area of 90,000 square feet with a capacity to accommodate 1,300 seats for the Puerto Rico Infrastructure Financing Authority (PRIFA).

**PR-14 SANITARY TRUNK SEWER PHASE II, PONCE, PR** – Construction management and contract administration of a 7.6 Km long sanitary trunk that will improve the existing sanitary sewer system of the southeastern part of the municipality of Ponce for the Puerto Rico Infrastructure Financing Authority (PRIFA).

SANITARY SEWER COLLECTION SYSTEM FOR THE COTO LAUREL COMMUNITY, PONCE, PR — Construction management and contract administration for the sanitary collection system for the Coto Laurel community in Ponce for the Puerto Rico Infrastructure Financing Authority (PRIFA).

ATLANTIC PIPE CORPORATION
JUANA DIAZ, PR (AUGUST 00 – DECEMBER 03)

MANUFACTURING ENGINEER in charge of the following duties:

 In charge of the field operations for the manufacturing of concrete precast panels, sanitary manholes, inlets, electrical manholes, box culverts, storm sewer concrete pipes, sanitary and water pre-stress pressure pipes.

DESIGN AND ESTIMATE COORDINATOR FOR THE STEEL REINFORCEMENT DEPARTMENT with the following duties:

- Provide structural knowledge and expertise to convert rebar reinforcement into welded wire reinforcement.
- Estimate project price, draw shop drawings and coordinate production and delivery.

CMA ARCHITECTS & ENGINEERS, LLP, SAN JUAN, PR (AUGUST 98 – AUGUST 00)

CIVIL ENGINEER in charge of the following projects:

ROLANDO MATEO SANTIAGO, P.E. CARE TREN URBANO PROJECT, RIO PIEDRAS, PR-Resident inspector; quality control engineering and design coordination of site improvements, roadways, utilities and cut & covers structures along the Ponce de León Avenue.

CITY VIEW PLAZA, GUAYNABO, PR - Resident inspector; quality control engineering and design coordinator for the construction of a ten story parking and office building (\$20MM).

References Available Upon Request





# Overview

With over 25 years of experience in construction and business management, Mr. Stewart has an extensive background in supply chain management, procurement, quality assurance and control, operations and strategic canstruction process planning. His focus is creating and implementing organizational processes that promote budget adherence, schedule compliance and strict quality standards, as well as supporting operational productivity. His commitment to client and organizational success brings professional and compliant component to housing program assignments.

# Project Experience

# SLSCO - Galveston, TX

Mr. Stewart provides procurement and supply chain management for all SLS housing assignments. His responsibilities are comprehensive, with a focus on cultivating vendor relationships that produce economic and efficient supply acquisitions; establishing realistic and achievable benchmark schedules; value-engineering and cast-savings efforts for budgetary compliance and cost efficiency; formulating innovative processes for material and resource allocation and utilization; providing aversight to the quality components of resources to minimize waste and loss, while promoting productivity; and creating pracurement and supply chain processes that provide support to operational management and field personnel.

# D.R. Horton - Houston, Texas

Mr. Stewart restructured department to more easily adapt to changes in the market. He modernized and value engineered plans to increase customer acceptance and remove cost and brought structure and organization to processes that made the Division SOX compliant.

#### M/I Homes, Houston, Texas

Mr. Stewart reigned in aut-of-control cost through more realistic specifications and features and aligned labar budgets with market narms. As a result, the company was able to cut thousands of dollars from base budgets. He played key role in blending two cultures with acquisition of Triumph Homes in April 2012 developing a true "team" atmosphere.

#### Smart Low Energy Homes, Houston, Texas

Hired to create, organize and implement business processes, Mr. Stewart created a purchase order system, standardized scopes of work, vendar agreements and praduct development. The result was ultimately the customer acceptance of plan changes, reduced cast; stranger vendor base.

#### Bison Building Materials LTD, Houston, Texas

Mr. Stewart was recruited to execute lean pricing model driven by Pulte Homes targeted at improving the business' performance on safety, quality, delivery and cost. The result was that the company was awarded 100% of customer's business.

# **Education**

Bachelor of Science Business Administration Marketing Roosevelt University Chicogo, IL 1990

# Contact Information

P.O. Box 17017 Galveston, TX 77552 713.880.8411 kstewart@slsco.com

Design Tech Homes, Spring, Texas

Mr. Stewart provided sourcing leadership and management of purchasing and estimating teams. He pioneered a collaborative model that enhanced predictability, visibility and responsiveness throughout the supply chain, resulting in increased margins in a down market and significantly reduced accounts payables issues.

# Kimball Hill Homes, Dallas, Texas

Mr. Stewart orchestrated large-scale initiative that reduced waste, decreased canstruction cost-per-square faot and increased internal processes during company's rapid and aggressive market expansion. The company was able to reduced extras from an average of \$13,000 per home to under \$800; decreased overage start time for homes from two weeks to two days. He deployed lean principles that strengthened vendor relationships and loyalty which cultivated a positive environment that gained strategic positioning in price negotiations, ensured quality products and heightened customer service. TrueNorth Consultancy proclaimed the Dallas Division as the most lean homebuilding division they had ever worked with in the USA.

# David Weekley Homes, Houston, TX

Mr. Stewart launched a "field validation" team to help improve relations between Purchasing and Construction os well as identifying woste and improving takeoffs.





# Education

B.A., Civil Engineering University of Puerto Rico Mayaguez, PR 2000

# Contact Information

P.O. Box 17017 Galveston, TX 77552 713.880.8411 cruiz@slsco.com

# **Professional Certifications**

PE License #20944

## Overview

Mr. Ruiz is a Civil Engineer with aver 18 years of experience managing multimillion dollar construction prajects in both the gavernment and private sectors. He has significant experience in warkfarce and subcontractor monagement, budget allocation and analysis, construction administration, scheduling, phasing and human resource processes. Mr. Ruiz has significant construction management and operational history in Puerto Rico in disaster response, housing and institutional assignments.

# **Project Experience**

Department of Home Land Security / FEMA - DR-4339 Local Hire HM-Engineering & Architect Expert Housing Sector Crew Lead - Branch I Aguadilla, PR

Mr. Ruiz provided assistance with mare than 400 mitigation information uploads, assigning persannel to different work arders in Grants Manager platform. He pravided possible alternatives for Roaf Water Proafing Systems damages by Hurricane María, doing research for all types of systems available on the market with their pros and cons. Additionally, he provided assistance with Hazard Mitigation Stofford Act Sections 406, 404, and 428 eligible works to Public Assistance Housing Sector efforts in reconstruction and restoration works with PR Public Housing Projects, and Private Non-Profit Organizations. He provided expert capability for engineering concepts, cades and standards, state and local regulations, providing highly technical information to nontechnical audience and providing guidance to opplicant's personnel with hazard mitigation technics. Mr. Ruiz Acevedo developed and validated cost estimates and technics regardina the mitigation proposals submitted by applicants and provided technical assistance in determining the negative impacts caused by unsafe and code noncompliant construction methods. This role also required technical assistance and support to Flood Plane Management field assessment and SDE determination, accomplishment of mandatory and supplementary trainings for FEMA HPA personnel.

# CAFA Engineering Group, P.S.C. - Aguada, PR

Mr. Ruiz was responsible for various Public Housing Renovation Project Inspections, Private Housing Designs, and Private, Public, and Industrial Project Management. He inspected all project activities and phases enforcing technical specifications and contract documents, developed complete cost estimates for construction projects, designed private housing projects and obtain all construction and use permits. He also provided management of private contractor's projects and responsible of the following duties, prepared and updated submittal lag, change order log, RFI's log, procurement schedules and prepared monthly certification for payment for the owner.

# Miramar, Corp. San Juan, PR

As Senior Project Manager & Estimator, Mr. Ruiz was responsible for the complete Project Management for the developer which included preparation and update of submittal log, change order log, RFI's log, procurement schedules. He evaluated quotations from different suppliers for materials and equipment, prepared monthly certification for payment for the bank, evaluated and approved change orders, and supervised Project Engineer's work and executions.

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Vissepó & Diez Construction Corp. Mayaguez, PR

As Project Engineer & Project Manager, Mr. Ruiz lead the construction of Cond. Paseo del Faro (10 walk up buildings for a total of 168 apartments) in Cabo Rojo, PR, Cond. Macor by the Sea (two 9 stories residential buildings for a total of 42 apartments) in Rincón, PR, and Cond. Pelican Reef (8 stories residential building for a total of 49 opartments) in Rincón, PR. He managed and organized a staff of 15+ subcontractars and 100+ employees to fulfill a construction schedule with the expected quality control. Completed each project before contractual time, exceeding the company's profit and the client's expectations, increasing their expected profit.

GAC Builders Inc. San Juan, PR

As Estimator, Project Engineer, and Project Manager of Cond. Maralago at Palmas del Mar (Humacao, PR), Micrasoft Building at Metro Office Park (Guaynabo, PR), and Centro de Estudiantes Univ. de Puerto Rico Recinto de Bayamón (Bayamón, PR), he coordinated daily work between general contractor and subcontractors.





# Education

B.S., Occupational Safety & Health Columbia Southern University Orange Beach, AL 2004

# **Contact Information**

P.O. Box 17017 Galveston, TX 77552 713.880.8411 dveretta@slsco.com

# **Professional Certifications**

Basic Life Support Team Leader
OSHA 30-hour Construction
Industry and Construction Trainer
OSHA 300 80-hour
Hazard Communications
Occupational Noise Exposure
Organizational Communication
Damage Assessment
Mass Core/Mass Cosualty
Community Disaster Educators
Personnel Recovery
Terrorism Awareness
Emergency Response
First Aid/CPR/AED Instructor

# Overview

Ms. Veretto brings 14 years of in-depth knawledge of Occupational Safety and Health (OSHA) regulations and standards to SLS construction projects. She specializes in developing and presenting effective and detailed training to all colleagues and team members to mitigate accidents and incidents. She manage permanent and contracted employees on daily operations, providing feedback and caaching.

# Project Experience

USACE Baton Rouge Victoria Community Site - Baton Rouge, LA
As Site Safety Officer for SLS, Ms. Veretto developed and implemented site
accident prevention plans (APP) and oversaw all aspects of canstruction safety,
performing daily site inspections and holding daily site specific safety meetings
with all contractors and subcontractors. She conducted atmospheric testing for
confined space entry into sewer manhole. She executed the Lockout/Tagout of
electrical meters priar to energizing trailers so electricians could safely connect
power to living and office trailers, ensured proper use of PPE during all phases
of canstruction and the praject was successfully completed with no incidents ond
no injuries.

# DRC Emergency Services (SLS Affiliate) - Boton Rouge, LA

Ms. Veretto assisted, planned and implemented company safety policies and procedures in compliance with local, state, and federal rules and regulations (Occupational Safety and Health Administration - OSHA). She conducted job site visits to ensure compliance/audits, conducted post-accident investigation and prepare reparts identifying possible causes and hazards, install preventative measures, and manage return-ta-work activities, and held various safety meetings. As Chariman af the Safety Committe, she wrote site specific safety plans, job specific job safety analysis, and set up and conducted safety trainings. Her rale maintained safety files and recards, performed safety surveys and inspections, prepared written reports of findings and recommendations for corrective or preventative measures where indicated and followed up to ensure measures have been implemented. Additionally, she computed trend analysis for the company.

# Reed Electric - League City, TX

Ms. Veretto created electrical safety presentations used in new hire orientation and ongoing training, recorded zero last time/reportable/recordable incidents year to date and developed, maintained, and executed campany Safety Plans.

# Tristar GES - Houston, TX

As Field Safety Supervisor, Ms. Veretto performed safety surveys, inspections and audits, prepared written reports of findings and recommendations for corrective and preventative measure and followed up to ensure measures have been implemented. She oversaw pipeline and tank demolition operations; flush and purge chemical residue with nitragen, reviewed MSDS and JSA with staff, and ensured safe demalition operations. She was able to identify and appraise conditions that cauld praduce accidents and financial losses and evaluate potential extent of injuries resulting from accidents.

KBR - Iraq, Kuwait

As HSE Coordinator, Ms. Veretto developed and managed incident database and tracked historical data, performed Accident and Injury Trend Analysis, conducted investigations and handled reporting, and completed a roll out Safety Plan to various trades working on base. She met all reporting requirements in a timely manner and identified training needs of employees. By conducted doily walk through inspections and audits, she visited with crews and subcontractors to ensure safe work practices and performed regular vehicle Safety Inspections and Audits. She assisted in changing behavior oriented towards safety and presented safety related training materials to classes. Through this, she significantly reduced incident/accident rate by developing and identifying trend analysis and providing targeted training.







# **Education**

Bachelor of Business Administration Florida State University Tallahassee, FL 1987

# **Contact Information**

P.O. Box 17017 Galveston, TX 77552 713.880.8411 cdunn@slsco.com

# **Certifications**

OSHA Safety Certification USACE Contractor Quality Management

# Overview

Mr. Dunn brings over 30 years af experience in the construction industry, with a strong concentration in operations, procurement and quality management. Has been invalved in numeraus disaster recovery assignments, most notably in New York, New Jersey, South Carolino, Florido and Texas. Focuses on quality control and assurance for home reconstruction, rehabilitation and elevation and has been involved in assignments totoling over \$175.0 millian.

# Project Experience

South Carolina Flood Recovery Program – South Carolina

Project Manager for the reconstruction and rehabilitation of over 1,200 homes throughout the state as a result of massive flooding.

NYC Build It Back Program – City of New York, NY

Project Manager and Quality Control Manager for the reconstruction, rehabilitation and elevation of over 800 homes in Stoten Island. CDBG-DR funded project for New York City restoring hames damaged by Hurricane Sandy.

State of New Jersey RREM Program - State of New Jersey

Project Manager for the rehabilitation, reconstruction and elevation of aver 3,000 homes throughout nine coastal counties and over 55 cities and towns of New Jersey. CDBG-DR funded project for New Jersey DCA restaring homes damaged by Superstorm Sondy.

New York City Rapid Repairs Program - New York, NY

Project Manager and Quality Control Manager for the repair of over 2,000 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

State of Texas General Land Office CDBG Housing – State of Texas Project Manager for Raund 2 CDBG-funded reconstruction and rehabilitation of homes in all jurisdictions throughout the State of Texas affected by Hurricane Ike. Includes City of Galveston, Galveston County, Harris County, SETRPC, City of Houston and all other entities previously funded through Round 1 of the program.

LRGVDC Disaster Recovery Housing Program – Rio Grande Valley, TX Project Manager for Round 2 of state and federally-funded reconstruction and rehabilitation of aver 1,700 hames in the Lower Rio Grande Valley damaged or destroyed by Hurricanes Dolly and Rita.

Catholic Charities Housing Rehabilitation – Galveston, TX

Project Manager for the rehabilitation of 40 homes damaged by Hurricane Ike throughout Galveston County. All repairs were performed in a 30-day time period.





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# Education

Bachelor of Science Business Administration University of Edinboro Edinboro, Pennsylvania 1000

# Contact Information

P.O. Box 17017 Galveston, TX 77552 713.880.8411 dpuckly@slsco.com

# Overview

Ms. Puckly brings over 15 years of expertise in supervisory and management roles. Her knowledge in employee relations, benefit administration, state and federal labor laws, training and recruiting/developing talent set her apart, as well as exceptional behavioral management and conflict resolution skills with greatly developed ability to motivate and direct others in a supportive team environment. Her core professional competencies include recruiting, multimillion dollar P&L management, keen analytical skills, creative solution development expertise, corporate policy development, payroll management, workers compensation, team training and development, and benefits administration.

# Project Experience

# Sullivan Interests - Galveston, Texas

Ms. Puckly currently serves as Human Resource Director, managing all HR policies and procedures for the Companies of Sullivan Interests, Sullivon Industrial and Sullivan Environmental Services. She manages the process of each company for recruiting, training, payroll, benefit administration and performance management. She serves as HR Business Portner for 9 operating entities for over 350 employees, provides oversight of all company policies and employment practices, manages company benefits programs and successfully converted from a fully-insured to a self-funded program, processes and manages all Workers' Compensation claims, ensures all Federal and State Regulations are in compliance for the Department of Labor, Texas Workforce Commission and the Department of Workers' Compensation, and performs all audits for TWC and Workers' Compensation policies successfully saving the Company thousands of dollars in overpaid state unemployment taxes and insurance premiums.

# Target Corporation - Webster, Texas

Ms. Puckly served a Human Resource Monager, managing \$50 million store to minimize risk from compliance violations. She ensured all company and legal standards are upheld pertaining to hiring practices, scheduling, benefits and federal and state laws. She successfully improved turnover percent by over 60% from 2008 to 2009 by improving interviewing practices and training programs, as well ensured State and Federal Law compliance with all payrall practices and workers compensation claims. She managed all HR functions including recruitment, interviewing practices, training and retention and developed performance management practices to ensure consistency and reviewed all performance reviews.

## Sears Holdings Corporation - Friendswood, Texas

As Operations Manager, Ms. Puckly managed all operational aspects of store by managing the logistics process, ensuring all staffing and other human resources deliverables were met in a timely manner, and drove outstanding guest service standards. Additionally, she managed all HR functions including recruiting, training, payroll, workers' compensation, benefits and performance management and successfully drove brand standards by executing Operation Spring Clean. She improved productivity of the logistics process by 30% by implementing zone process and better inventory controls.

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Target Corporation - North Aurora, Illinois

As Sr. Executive Team Leader, Ms. Puckly was the district resource for Soft lines, Price Accuracy and Safety. She assisted in all management reviews in order to prepare other Executive Team Leaders for future assignments and successfully organized and executed district assessment pragram to improve overall district performance. She olso improved inventory results from previous year by .45% through follow up on best practices and correcting the behavior.





# Education

B.S., Civil Engineering Structural Design Concentration Auburn University Auburn, AL 2007

# Contact Information

P.O. Box 17017 Galveston, TX 77552 713.880.8411 hsmith@slsco.com

# Professional Certifications

PE License #36049

# Overview

Hamilton Smith, PE has over 11 years in the civil engineering and construction industry, with a strong concentration an logistical and operational execution of projects. Throughout Smith's career, he has focused on projects in the residential construction, commercial construction and debris management sectors, with a common theme af executing the administrative, scheduling, logistical, quality control and regulatory campliance aspects of project management.

# Project Experience

# Puerto Rico STEP/PHC Programs

Mr. Smith serves as the Construction Manager for both of the Puerto Rico housing programs, which involve the comprehensive rehabilitation and reconstruction of thousands of homes damaged during the 2017 hurricane season. Mr. Smith manages the overall construction activities including scheduling, subcontractor management, material procurement, budget, and code compliance.

# U.S. Virgin Islands STEP Emergency Home Repair Program

Mr. Smith served as the Canstruction Manager for the STEP rehabilitation of thousands of homes on St. John and St. Thomas severely damaged during the 2017 hurricane season. His responsibilities include management of the overall canstruction activities including scheduling, subcontractor management, material procurement, budget, and code compliance.

# Monroe County, Florida STEP Program

Mr. Smith served as the Construction Manager for the STEP rehabilitation of homes throughout the Florida Keys damaged during the 2017 hurricane seasan. Mr. Smith manages the overall construction activities including scheduling, subcontractar management, material procurement, budget, and code compliance.

# **USACE Temporary Group Housing Site Victoria**

Mr. Smith was reponsible for the construction of a temporary group housing site in Baton Rouge, LA for August 2016 flood victims. As Project Manager, Mr. Smith led the project for the general contractor SLS for the heavy civil site work and utility installation for 31 mobile housing units. The wark consisted of site grading and drainage, water distribution, sanitary sewer, and electrical distribution installation, all on a 21 day project schedule. Mr. Smith managed the averall construction activities including scheduling, subcontractor management, material procurement, budget, and code compliance.

## Louisiana Flood Shelter-in-Place Housing Program

Mr. Smith served as Construction Manager for the rapid rehabilitation of over 1,300 homes following massive flooding thraughout greater Baton Rouge in 2016. His responsibilities included construction management, subcontractor management, scheduling, inspection aperations, and invoicing. Mr. Smith also coordinated closely with the Program Manager to provide residents with safe and code compliant utilities, HVAC, hot-water and temporary bathroom facilities to allow for sheltering-in-place until permanent repairs could be made to the homes.





# Education

Bachelor of Science Accounting St. Edwards University Austin, Texas 1980

# Contact Information

P.O. Box 17017 Galveston, TX 77552 713.880.8411 tmarquez@slsco.com

## Overview

Mr. Marquez brings over 36 years of experience in the service industry with an emphasis on finance and program and customer service management. He specializes in property management and conversions, performance analysis, and serves as a client liaison in most roles. His bilingual communication skills benefit both project management and customer service roles.

# Project Experience Customer Service/Warranty Manager - SLSCO

Mr. Marquez is responsible for all homeowner signing documents and warranty information. He serves as a liaison between the housing programs and homeowners on projects for the City of Galveston, Golveston County, the City of Houston, Harris County, Southeast Texas, City of New York, and San Antonio Housing Authority.

# Director of Operations/General Manager - DoubleTree by Hilton Hotel

Mr. Marquez was responsible for property conversion from Radisson Hotel to Doubletree by Hilton, preporing schedules, all documents, and communication for transition. He prepored employee training, licensing, permits, staffing guides, inventories, and purchasing guidelines.

# Community Director • Village on the Park • Steeplechase

In this role, Mr. Marquez managed property operations for a 177 unit upscale community in Houston, Texas. He mointained 100% occupancy for five and a half consecutive years and increased revenue every quarter for seven consecutive years. He received the President's Inspection award and highest resident survey satisfaction score. He also analyzed performance and trends to develop and implement monthly marketing plan, while supervising leasing maintenance, and housekeeping staff which included sourcing, hiring, training, performance reviews, promotion, and terminations. Additionally, he secured bids for repairs and replacement work beyond capabilities of staff and provided excellent customer service.

# General Manager - Radisson Medical Center

Mr. Marquez completed a \$2 million dollar renovation and canverted suite-only franchise into a full-service brand. Increased occupancy by 20% and average rate by \$8.

# General Manager - Nassau Bay Hilton

Mr. Marquez stabilized financial operation and increased membership by 12%. He successfully organized and relocated a 50-room office move and managed finances for 2012 Olympic bid.





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# Education

Bachelor of Science Business Administration Callege of the Mainland Texas City, Texas 1984

# **Contact Information**

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## Overview

Ms. Bloir has over 25 years of experience in the construction industry, with a specific focus on contract administration, purchasing, occounts receivable, accounts payable, document control, scheduling and administrative staff management. She has focused experience with federal and state funded programs and almost exclusively administers rapid repair and rehabilitation contract pragrams.

# **Project Experience**

City of Houston Direct Assistance for Limited Home Repair (DALHR)
Program - SLSCO

Ms. Blair is currently serving as the Deputy Progam Manager for the City of Houston's DALHR pragram. This program pravides permanent repairs to Hurricane Harvey damaged hames. She is responsible for contract administration, subcontractar management, document control and persannel management.

# Texas GLO Direct Assistance for Limited Home Repair (DALHR) Program - SLSCO

Ms. Blair is currently serving as the Deputy Progam Manager for the Texas GLO DALHR program. This program provides permanent repairs to Hurricane Harvey damaged homes. She is responsible far contract administration, subcontractor management, document control and personnel management.

# Louisiana Flood Shelter-in-Place Housing Program - SLSCO

Ms. Blair served as Administration and Cantract Manager for the rapid rehabilitation of over 1,300 hames following massive flooding throughout greater Baton Rouge in 2016. She was responsible for cantract administration, personnel management, subcontractor management, document control and IT management and oversight.

# New York City Rapid Repairs Program - SLSCO

Ms. Blair served as Contract Administration Manager far the rapid repair of over 2,000 homes in Staten Island and Queens following Superstorm Sandy. Her role was responsible for contract administration, subcontractor management, document cantrol and persannel management.

# Texas GLO Disaster Housing Recovery Program - SLSCO

In her role as Cantract Administration Manager for the permanent rehabilitation, elevation and reconstruction of thousands of homes across Texas damaged or destroyed by Hurricanes Ike, Dolly and Rita, Ms. Blair was responsible for contract administration, subcontractor management, document control and personnel management.

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Amy Young Barrier Removal Program - SLSCO

Ms. Blair provided administation duties for SLSCO as general controctor for the TDHCA-funded program for the rehabilitation of homes throughout Galveston County. The mission was to madify homes for physically-impaired residents. The modifications were rehabilitative in nature and include handrails and ramps, interior fixtures, minor ADA-compliant structural modifications and bathroom modifications.

FEMA Pennsylvania Emergency Housing Community Site - SLSCO

SLSCO served as general cantractor for the construction of a 65-unit emergency monufactured housing unit (MHU) housing community site in Tunkhannock, PA following massive tropical storm flooding. Ms. Blair assisted in program management for the complete physical construction of the project, including demolitian, site development, road construction, utility construction, security fencing, landscaping, storm droinoge, foundation construction, and the transport, installation and make-ready af the units.

Catholic Charities Homeowner Rehabilitation Program - SLSCO

SLSCO served as general contractor for the rehabilitation of 60 homes throughout Galveston County damaged by Hurricane Ike. Ms. Blair's role assisted in managing repairs to these homes including minor structural modifications, interior and exterior rehabilitation, utility system rehabilitation and minor "punch-list" type repairs.

FEMA Texas Emergency Housing Community Sites - SLSCO

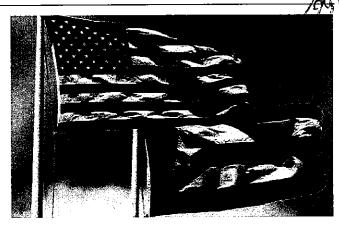
Ms. Blair provided program management for the construction of two emergency housing community sites in Galveston, TX and High Island, TX totaling 106 units following Hurricane Ike. She was responsible for demolition, site development, road construction, utility construction, security fencing, storm drainage, foundation construction, and the transport, installation and make-ready of the units.





#### SLS VISION & MISSION

SLS understands that all effective projects begin with a vision. Without a vision, the project will fail and goals will not be accomplished. Considering the importance of the Puerto Rico CDBG-DR program and the critical nature of its goals, SLS is committed to a vision that is focused, bold and comprehensive.



The vision is the framework for the project

and serves as the benchmark to measure success. It is not merely a pretty picture depicting the ultimate outcome. It involves a strategy for implementation, an agenda and a time frame for achievement. These components are imperative for realization and ensuring the project moves from intent to execution.

In order to set the tone for success and instill a common goal within our organization, SLS has developed the following mission statement specifically for the Puerto Rico CDBG-DR project:

"Driven by relentless focus, our mission is to be the #1 producing Disaster Assistance and Construction Company serving Puerto Rico and its citizens in meaningful recovery. We will accomplish this through superior customer service, innovation, operational excellence and quality and commitment, while upholding the highest standards of integrity in all of our actions."

The following information demonstrates SLS's plan for implementing our vision and achieving the mission, as well as the fundamental experience, knowledge and aspects that will contribute to our success.

# CDBG-DR PROGRAM UNDERSTANDING

As is demonstrated by this proposal, SLS has a complete understanding of the services to be provided, and possesses all the resources necessary (personnel, equipment, material and financial) to complete thousands of homes in various regions of Puerto Rico. We acknowledge and understand that our responsibilities will include:

- 1. Coordinating, designing and constructing new single-family housing stock;
- 2. Removing existing non-compliant homes; and
- Repairing non-substantially damaged single-family dwellings



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As a Construction Manager, we will also be responsible for assisting the Puerto Rico Department of Housing (PRDOH) in its goals of:

- 1. Returning displaced households to safe and reliable housing;
- 2. Reconstructing housing to higher resilience standards;
- 3. Revitalizing weak and aging housing stock; and
- 4. Moving households out of unsafe living conditions

After a disaster such as Maria, it is common that low-income residents often experience more prolonged and difficult recoveries than other socio-economic groups. Disaster scholars have often noted that disasters disproportionately affect members of low-income households, especially by displacing them from their homes and leaving them without viable or safe housing options. SLS understands that displaced families are living in, or transitioning to, rental housing subsidized by the Federal government and recognizes the importance of repatriating displaced households and all disaster victims with a special focus on low-income families.

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

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

Many families are often forced to live in unsanitary or unsafe conditions because they have no other choice. Finding adequate housing quickly to address disaster affected families is always a challenge. SLS understands that transitioning households out of unsafe conditions and into viable



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housing is a top priority of the Puerto Rico CDBG-DR program and will work with stakeholders to quickly make an impact to return homeowners to decent, safe and sanitary homes.

## **CONSTRUCTION EXPERIENCE & KNOWLEDGE**

SLS has a vast amount of experience across the entire spectrum of disaster recovery housing, as well as an extensive amount of experience relating to natural disaster scattered-site government-sponsored housing recovery. This experience is what has enabled us to become a leader in the industry and develop the skills to effectively execute the work contemplated in this Program.

SLS's Puerto Rico experience is critical to this contract, as we have been heavily involved in

housing projects throughout the Caribbean Basin – Puerto Rico STEP and PHC, U.S. Virgin Islands STEP – under conditions with high similarity to those contemplated by this Program. As a part of disaster recovery, as well as the restoration of public housing in both the single-family and multi-family arenas, we and our personnel have successfully worked as general contractors, program managers and construction managers for every level of government, with the majority of these programs having scattered-site assignments. This work has ranged from emergency and temporary housing to the permanent rehabilitation, reconstruction and elevation of homes. Projects have ranged from smaller portfolios of homes to large and complex programs covering multiple regions



and communities. Funded by both HUD and FEMA, these assignments are identical in nature to what is contemplated in this Program, both in volume and the geographical distribution of homes. Through this experience, SLS has gained a deep well of knowledge and qualifications involving fundamentals such as logistics, supply chain, permitting, regional protocol, technical and material requirements (windstorm and flood) and inter-government regulatory standards.

The following are programs and projects with scattered-site construction characteristics that we are currently or have been recently involved with:

- New York City Build it Back Program (HUD CDBG-DR)
- South Carolina Disaster Recovery Program (HUD CDBG-DR)
- New Jersey RREM Program (HUD CDBG-DR)





- Texas General Land Office Housing Program Rounds 1 & 2 (HUD CDBG-DR): City of Houston, City of Galveston, Harris County, Galveston County, SETRPC, LRVDC
- TDHCA Amy Young Barrier Removal Program (HUD CDBG)
- Puerto Rico STEP/PHC Housing Recovery Program (FEMA)
- U.S. Virgin Islands Emergency Home Repair Program (FEMA)
- Texas General Land Office PREPS Program (FEMA)
- Texas General Land Office DALHR Program (FEMA)
- City of Houston DAHLR Program (FEMA)
- Monroe County, Florida STEP Program (FEMA)
- · Louisiana Shelter at Home Program (FEMA)
- New York City Rapid Repairs Program (FEMA)

As previously noted, we have completed the rehabilitation, reconstruction and elevation of almost 30,000 housing units at aggregate values approaching \$1.0 billion.

On average, our completion times for reconstruction or new construction range from approximately 60 to 120 days, and completion times for rehabilitations range from one week to 60 days. Elevations average from 30 to 90 days. SLS has a proven track record of these completion times in high-volume production scenarios over the past decade in every CDBG-DR program in which we have been involved. In several high-volume situations in the past, we have completed reconstructions in approximately 45 days and small rehabilitations in a simple matter of days.

#### HUD CDBG-DR PROGRAM EXPERIENCE

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

- · Home rehabilitation, elevation and new construction
- HUD CDBG-DR funding flow-down from the Federal level to State, regional and local entities
- HUD auditing standards for document production, compliance and control; sources and uses of funds accountability; and compliance with financial, accounting and reporting standards
- Construction scopes compliant with HUD Housing Quality Standards
- Federal, state and local-required hazardous material detection, abatement and remediation (lead based paint, asbestos, mold, etc.)





- OSHA and Federal safety requirement compliance
- Section 3, HUB and Disadvantaged Business workforce utilization and compliance
- Davis-Bacon, certified payroll and wage/benefit compliance and documentation  $\ell$

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

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

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

Specific to this Program, SLS has been and continues to be actively involved and working in both the Puerto Rico STEP and PHC programs currently underway. Through these efforts, we have rehabilitated and/or reconstructed over 24,000 homes in one year's time. As these programs are primarily funded by FEMA, we have already put the personnel, resources, supply chain and infrastructure in place to seamlessly move to the CDBG-DR program and continue work under the same type of design, construction, compliance and reporting guidelines required of a Federally-funded housing effort.

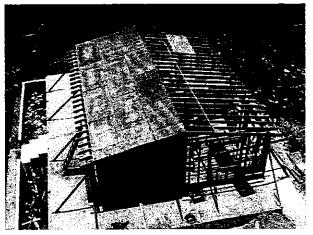


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## MANAGEMENT APPROACH

As a Construction Manager for PRDOH, SLS understands that we must be prepared to invest considerable amounts of resources to the design, repair and reconstruction of single-family

dwelling units within compressed time frames. Throughout the construction of thousands of homes over the past decade in a variety of areas with unique characteristics, we have developed refined and streamlined operational means and methods specific to the execution of CDBG-DR type of housing construction. There are literally thousands of residential construction firms in this industry that possess the knowledge of repairing houses.



However, the number of firms that successfully build homes in a CDBG-DR environment is very small. The key to success in CDBG-DR housing programs is to maintain a high standard of quality, adhere to tight schedule constraints and produce in volume, while following all applicable program rules and requirements. The CDBG-DR construction framework is a difficult business process to implement and see through to completion, and detailed management plans must be in place to ensure success with the required volume and quality of construction. As SLS has recently demonstrated through the Tu Hogar Renace Program, our entire organization possesses the required unique management skillset. We understand the volume of homes to be constructed and have procurement, operations, quality and safety divisions in place that come together to construct high quality, first-rate, energy efficient homes, with a constant eye on continuous improvement and budget-minded production.

While keeping an eye on production and homeowner satisfaction, SLS recognizes its responsibility to PRDOH and the R3 Program to implement a program that accomplishes the following:

- 1. Reduce risks and legal burden to PRDOH and the R3 Program;
- Control costs and reduce budget overruns;
- Standardize design and construction solutions to reduce times from applicant awards to completion;
- 4. Reduce the submittal burden to the PRDOH and its representatives;
- 5. Ensure that work is performed in compliance with the utmost quality standards;
- expedite close-out of projects; and
- 7. Implement Green and resilient standards as part of R3 Program.



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We will accomplish this while working closely with the other contractors and consultants retained by the PRDOH for the R3 Program.

SLS is experienced and capable of providing all necessary services and performing all tasks as required by PRDOH in this RFP, including complying with all applicable HUD CDBG-DR standards and guidelines. We have performed every one of these services in our prior and current HUD, FEMA and government-sponsored disaster recovery housing projects, including those performed here in Puerto Rico for the Tu Hogar Renace Program, as well as many other Federal, state, regional, county and municipal authorities.

Our approach to administering the program is based on practical experience. The following areas are key to ensuring a successful program. We will describe these areas and then follow with the SLS approach.

## COMMUNICATIONS

SLS will communicate promptly and frequently with PRDOH, as well as with all other stakeholders. Communications will take place face-to-face, over the phone, via email and through written reports on a regular basis. In addition to daily interaction, weekly meetings will be held between appropriate personnel to ensure reliable and transparent discussion, issue resolution and information flow among all parties.

#### **RESOURCE UTILIZATION**

SLS will maximize resource efficiency among homes by common utilization in geographical areas where feasible. Personnel, equipment and materials will be moved from home to home according to clusters which will lend to streamlined movement and use. By doing this, production will increase, waste will be minimized and timelines will be compressed.

#### PERMITTING & UTILITIES

Housing programs demand quick permitting and identification of utility issues that may hinder progress. Our team of local architects and engineers will get in front of these items and ensure that we understand all applicable regulations and standards that affect permit issuance and utility requirements. SLS will work with governing bodies and the appropriate providers to effectuate issuance and approvals and work toward observing complete and thorough regulatory compliance.

#### **INSPECTIONS**

There is a danger of rushing and becoming non-compliant, which triggers failed inspections. Our quality staff and management will conduct frequent progress inspections to acutely identify and



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immediately correct any non-conformance issues prior to them becoming larger problems that can cause delays. Our level of scrutiny endeavors to have final inspections become mere formalities due to constant and non-biased attention to detail and thorough analysis of work. Our team of architects and engineers will conduct inspections at each benchmark progress point of a reconstruction and/or repair to ensure conformance with Program Guidelines, local codes and standards and overall quality of work. In our experience, the key to a successful program is basic in nature – check, recheck and check again.

# **DOCUMENT CONTROL**

Documentation of all relevant activities will take place in hard and digital formats and will include any and all information regarding construction, inspections, compliance, safety and every other issue relevant to project performance. All documentation will be transmitted to PRDOH in approved formats and according to accepted protocol to promote transparency, as well as compliance with Federal reporting standards and other jurisdictional regulations.

# PROPRIETARY SOFTWARE UTILIZATION

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

#### **CUSTOMER RELATIONS**

Customer relations will be a priority and will be an on-going process throughout the entire construction timeline. From initial introduction through closeout, homeowners will be kept fully apprised of all activities, and SLS will give utmost attention to any and all issues affecting each project. We will take a proactive role and will endeavor to work with each homeowner to provide the highest level of service. This will take place through face-to-face visits, phone calls and regular communications, where all concerns and issues can and will be addressed immediately and



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appropriately. At each major milestone in construction, the homeowner will be contacted by our staff to accompany us for an onsite review of the progress.

#### **PROCUREMENT**

The procurement of materials for disaster housing construction is critical for efficient performance. Large volumes of production require large volumes of materials, which must be correctly identified, estimated and scheduled. Our procurement staff is very pro-active in this function and

begins the process very early in the contract. Our team develops scalable matrices for material requirements and creates schedules based on expected volume and construction velocity. The procurement team identifies needed resources, quantifies them based on realistic expectations and contacts with our supplier base from a local, regional and national standpoint. A high level of



redundancy is created, where all required materials can be procured from at least three sources of supply should any supplier or vendor fail in commitment or delivery.

Relative to the project in terms of work scope, locations and timelines, we create a master database that serves to guide the entire supply chain and allow for increased accountability, forecasting and maintenance. Through this process, we are able to give a high degree of assuredness that we will have all the correct materials and resources for all housing assignments and minimize negative impacts on productivity or velocity.

We have strong relationships with national, regional and local suppliers (Home Depot, Barnett and Interline Brands), who will be able to provide a reliable supply chain of materials and equipment. SLS also owns and operates a Gulf Coast port facility that allows us to control and expedite shipping activities should the need arise to import materials or equipment from the mainland U.S.

#### TIMING

With the voluminous amounts of resources required to complete portfolios on time, efficient coordination of all resources is necessary. A common failure is the inefficient coordination of resources, adherence to schedules and the identification and resolution of issues across multiple projects. In order to minimize this, we have a close eye on all resource utilization, schedules and timing components. Rather than relying on different superintendents who have various styles of operations, project management handles this role from a higher level in order to provide



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consistency across all assignments and ensure that projects are kept on schedule with minimal slippage and immediate attention to any issue that can affect production.

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For example, by standardizing means and methods on a reconstruction assignment, project management implements Standard Operating Procedures that guide all field management and operational personnel in internal SLS and client-driven methods of operations. Scheduling, phasing, operational protocol and subcontractor management are specifically detailed to alleviate the majority of issues superintendents or field personnel encounter during production. This promotes uniformity among assignments and gives all team members a higher degree of confidence in the process. In addition to streamlining production, this standardization removes the necessity for individual superintendents or field managers from making decisions that sometimes conflict with each other or with accepted methods. It allows field management to exercise autonomy and make decisions in situations that matter, rather than having to focus on issues that should already be resolved through operational standardization.

#### CONTRACT ADMINISTRATION

Our contract administration team is dedicated to all contractual obligations, including homeowner contracts, client contracts and subcontractor, supplier and vendor contracts. We ensure all contracts are correct and compliant and that our team performs according to contract stipulations. Working with document control staff, the contracts team provides adequate documentation and recordkeeping, where any contract where SLS is involved is thoroughly understood, is transparent and easily accessible for auditing and compliance assurance. SLS will work with PRDOH to ensure procurements are conducted in full compliance with Federal laws, rules and regulations and in a manner providing full and open competition or fair treatment of all persons or entities involved in each procurement.

#### COST CONTROL

Our procurement and financial control staff keep a close eye on all financial and budgetary issues. We develop strong financial systems that compare "real-time" cost factors against benchmark budgets to effectively track sources and uses, as well as provide analysis of performance. We identify slippage early to allow for schedule recovery. Each component of the construction phase will have a schedule and we will manage to that schedule. Project management is kept apprised of all cost factors so client and stakeholder personnel can be constantly updated on performance and assurance of financial compliance.



#### PRODUCTION CAPACITY

SLS's in-house personnel and financial resources and subcontractor and supply chain are deep and qualified. As such, we can have over 100 homes in production simultaneously on a monthly cycle. Further, we have the ability to complete all projects well within mandated timelines. We will be able to dedicate more than adequate staff to the Program across all operational divisions, who can perform every responsibility and task without conflict and in a streamlined and high-volume manner. We have the proven ability to mobilize immediately, and have consistent performance history in past programs of completing homes in less than the mandated time frames. For example, during the peak of Hurricane Ike housing recovery efforts, we were able to



consistently complete reconstruction projects in less than 60 days from the notice to proceed.

#### FINANCIAL CAPABILITY

SLS has the financial capability to undertake as many housing assignments we may receive. Through a strong mix of over \$300.0 million dedicated available cash and lines of credit, we can underwrite projects and meet all obligations in advance of being paid by clients. We have accounts used exclusively for housing programs, with realistic terms and timelines. Additionally, we are able to guarantee our work with a bonding capacity of \$1.0 billion and a single limit of \$350.0 million dedicated solely to this program. Over the past several years, financial issues have caused many contractors in housing programs to incur significant delays and eventually be removed from the programs due an inability to meet obligations to vendors, suppliers and subcontractors. SLS has never been in danger of this and has never let any financial issues affect our work or project volumes. Recognizing that CDBG-DR programs are reimbursement programs, SLS is not a "paywhen-paid" type of general contractor. We recognize that in order to work with many residential subcontractors, including minority and disadvantaged subcontractors, they must be able to count on cash flow on a regular basis. SLS is in a financial position to absorb the lag in timing of funding from our clients, and continue to pay our subcontractors, suppliers, and vendors regularly regardless of the timing of reimbursement from government clients.



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#### RESOURCE BASE

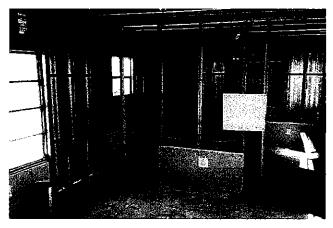
SLS has a knowledgeable and experienced personnel roster from upper management to field crews, who are all intimately familiar with the requirements of CDBG-DR housing programs. Our management, production techniques, communications, homeowner care and client relations are specifically focused on first-rate construction that only comes from many years of real-time, front line experience. Equally as impressive is our resource base, which is deep and far-reaching. Through our recent experience in multiple housing programs, we have acquired the resources necessary for this exact type of work and know exactly what it takes to execute such construction. Drawing on long-standing market relationships, we have the ability to procure adequate resources, equipment and materials from local, regional and national perspectives. Our proven subcontractor and supply chain is reliable as it has been proven in the Puerto Rican STEP and PHC programs. Our resource base is acutely targeted to housing assignments and is strong enough to allow us to procure all equipment and materials for these jobs quickly and efficiently. Inadequate resource capabilities will not be an issue in executing the work involved in this Program.

#### TECHNICAL APPROACH

The following is a summary of our technical approach to executing housing assignments within the Program. SLS may modify the plan to meet specific homeowner and project requirements based on the volume of homes assigned. This plan references phased evolutions according to larger portfolio assignments; however, the methodology will generally be identical for any number of homes.

#### **PRE-CONSTRUCTION**

Upon notification of award, SLS will commence a myriad of pre-construction activities, which will involve internal evaluations, coordination with PRDOH, team members and other service



providers, as well as with homeowners. These activities will culminate in a construction-ready program with the ability to begin work immediately and with minimal unanswered factors.

SLS will work with its Design Team and partners to develop a portfolio of model homes for each single family home type the Program plans to allow. This will include

models for 2-bedroom, 3-bedroom and 4-bedroom single-family home types or any other



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scenarios that may be forthcoming. In addition we will compile a portfolio of finishes, fixtures, paint colors and materials as finish-out options. Once this step is complete, both the plans and materials will be presented to both PRDOH and the Program Manager for review and approval.

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The plan sets and the material choices are what will later be used to present to homeowners during the selection process, which will be key in creating homeowner management efficiency in the initial stages of projects. In addition, a key component of having a pre-approved portfolio of different configurations for each home type complete with finish and materials, will allow design efforts throughout the program cycle to be minimized and streamlined, as the same plans will be utilized repeatedly with little deviation. This will allow for consistent production levels, with compressed design periods.

Internally, SLS management will review program fundamentals, as well as any other documents such as environmental reports, homeowner addresses, etc. to formulate internal program needs, personnel requirements, procurement needs and division line plans. We will then have a comprehensive "kickoff meeting" with PRDOH and all relevant stakeholders to discuss all project factors. Issues such as scopes, locations, budgets, timelines, logistics, resources and other critical aspects will be discussed and evaluated. It is anticipated that along with formulating and agreeing on program standards and protocols, SLS will receive final approval of housing plans.

Once PRDOH gives formal notice to proceed and plans have received final approval, the Design team will be fully engaged in projects. All necessary design development documents not provided by the Program Manager will be ordered and it will be determined which model plans are suitable to replace applicants' previous homes. Once it is established which models are suitable, a homeowner meeting will be scheduled to select a replacement home and select finishes. While staying within Program guidelines, we will endeavor to give applicants as many options as possible in terms of plans, elevations and finishes. At the meeting, when the applicant has decided on a home and finishes, we will also discuss any relevant details such as subsequent steps, timelines and any other concerns or pertinent information and issues.

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



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understand that all possible objections to a project cannot be removed. In order to work with homeowners in the most effective way, we have a customer service team that gives focused

attention homeowners throughout the entire process.

Led by the Customer Service Manager, the team keeps homeowners informed and apprised of all issues, events and evolutions affecting housing repairs and all associated construction activities. We have discovered that when the contractor and homeowner understand each other early in the process and cooperate in a respectful, productive manner, the outcome will be ideal for everyone and promote confidence, reduce misunderstanding and minimize confusion.

When homeowner selections are completed, the chosen options will be provided to the Design



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

The final step prior to the commencement of construction is the permitting process. The Permitting Manager will oversee and coordinate each individual plan set through the respective governing body whether it be an individual municipality or building authority.

#### CONSTRUCTION

SLS management will then form teams to execute the projects. Depending on the number of homes, an appropriate amount of project managers and superintendents will be assigned. Portfolios will be assigned to each project manager and superintendent based primarily on home locations and the ability for resources (crews, equipment and materials) to be efficiently utilized among homes in each portfolio. Based on the anticipated scopes of work, project managers will be assigned approximately 30 homes each and superintendents will be assigned approximately 10 homes each.



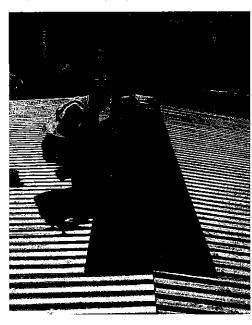
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Homes will then be evaluated for specific needs in terms of resources. Based on these evaluations, schedules will be developed incorporating mobilization, procurement, permitting, execution, inspections and approvals. Project managers and superintendents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

Once construction notice to proceed has been given, work will commence. Project managers, division line managers and superintendents will float among homes and rely heavily on crew leaders to ensure schedules are being met in terms of procurement, execution, equipment and personnel requirements, quality conformance and safety considerations.

Superintendents, under the oversight of project management and division line managers, will be responsible for proper subcontractor and supplier performance. They will have the authority to



enforce schedules and ensure that all personnel (SLS and subcontractor) are utilized efficiently at and between each home. Suppliers will be kept on notice from initial contact and will be communicated with frequently to ensure on-time deliveries and proper quantities and quality of materials. Long-lead items will be given special attention to minimize slippage due to material unavailability.

Communications among personnel will be constant and conducted verbally and in written form through site visits, phone calls, emails, schedule updates and documentation reports. Project managers and superintendents will regularly be present at jobsites. In

addition to internal SLS communications, management will meet with Puerto Rico personnel frequently to discuss each project and aspects such as progression and any issues that need to be resolved.

In order to ensure on-time procurement and timely operational performance, SLS management will constantly monitor baseline schedules in relation to real-time performance. Any slippage will be dealt with and resolved immediately. Regular inspections of each home will be conducted to identify conformance, workmanship and material quality. The SLS quality management staff will



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inspect homes frequently to pro-actively identify any issues requiring correction. It is the intent of the quality program to identify any issues prior to full implementation to avoid major nonconformance issues. /offit

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

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

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

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

#### **PERMITTING**

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



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

All permitted work is subject to inspections as requested by the OGPe. CDBG designated inspectors will be provided by others as indicated by the PRDOH.

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

#### PROGRAM SAFETY

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



employees. In addition, SLS maintains safety personnel and trained management who are present at all times from project commencement through completion.

A Company Health & Safety Manual is made available to all personnel and headquarters and at jobsites. Not only

must SLS personnel observe and adhere to these rules and policies, but all non-SLS personnel must do the same as if they were SLS employees. Prior to the commencement of any project, SLS conducts a "kickoff" safety meeting attended by all SLS, subcontractor, client and third-party personnel involved in the project. Additionally, daily safety meetings are held at the jobsite prior the start of the workday that must be attended by all personnel present at the jobsite.



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

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

Safety is the number one priority at SLS, and the health and safety of all company, subcontractor, client and third-party personnel at any SLS jobsite is held primary above any other aspect of a project. We are proud of our safety history throughout our projects, which is a testament to the quality of SLS policies and training, as well as the continual vigilant observance of safety conditions at all jobsites.

#### PROGRAM QUALITY

enforced to prevent future violations.

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

SLS operates under a "Total Quality Management" Quality Assurance/Quality Control (QA/QC) philosophy, which separates the project process into two distinct phases: Pre-Construction and Construction. Both phases are separate and distinct, but dependent on the other for complete project success and quality management. The QA/QC program is based on strict industry

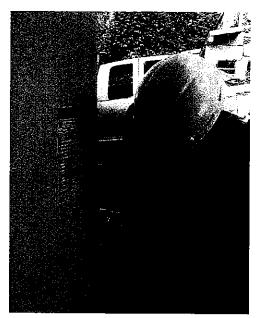


standards and encompasses every fundamental aspect of a project affecting performance, cost, quality and timing.

The Pre-Construction phase entails quality management from project award through mobilization and includes aspects such as scheduling, permitting, material & equipment procurement, personnel procurement & utilization (SLS & subcontractor), facilities, communications, information

systems and document control. The Construction phase entails quality management from mobilization to project closeout. This phase includes aspects such as equipment, material & resource management, inventory control, personnel & workmanship management, nonconformance & change management, logistics, document control, communications, demobilization, record dissemination, financial reconciliation and invoicing.

The QA/QC program is separated into the two phase for ease of oversight and the methodical "building block" undertaking of specific aspects of the job. As such, the key to the Program is basic in nature: 1) check, check



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

Communications among all parties involved in the project is frequent and performed in real time through verbal and written interaction at the jobsite, in the office and at regularly scheduled status and performance meetings. Clients and/or third-party oversight personnel are apprised of all project factors deviating from plans, specifications or schedules, and there is not a single factor affecting the job that is not communicated immediately to all parties involved in the project. SLS does not allow surprises on the job due to negligence, secrecy or non-communication and, at all times, attempts to stay in front of and proactively deal with issues that may affect project performance. The intense oversight of the project throughout the entire process culminates in a



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completion that is kept to a minimum in terms of corrective actions. Internal inspections and inspections with clients are conducted frequently and at times critical throughout the process so no problems go undiscovered or are permitted to become larger issues. Internal completion inspections are performed prior to regulatory or client inspections at the end of a project to ensure all issues are taken care of prior to formal inspections. Any "punch-list" items or issues that are discovered requiring corrective actions are taken care of immediately.

#### **COST & SCHEDULE ADHERANCE**

SLS is one of only a handful of housing recovery contractors in the United States that can successfully execute large-scale disaster recovery projects from personnel, financial and management perspectives. Our history in the industry has allowed us to develop and continually refine a dynamic and cost-efficient construction program focusing on the goal of restoring as



many homes as possible in the safest, most effective and shortest timeframes achievable.

In order to ensure that what we are providing is within the Program cost caps, SLS will develop 2-bedroom, 3-bedroom and 4-bedroom single-family home plans per PRDOH requirements prior to the very first award in order to pre-establish construction costs, soft costs and administration costs. If PRDOH so

chooses, we will develop additional models beyond the initial matrix of homes in order to provide additional choices. All home models will be presented to and approved by PRDOH to prevent future issues. Additionally, we will continue to value engineer where feasible through the life of the Program. This will allow us to continuously work within the approved Program caps and constantly improve the product and process in a budget-minded manner.

With the voluminous amounts of resources required to complete portfolios on time, efficient coordination of all resources is necessary. A common failure is the inefficient coordination of resources, adherence to schedules and the identification and resolution of issues across multiple projects. Often times, this is because the process is not fully defined or visualized in "real-time."

In order to minimize this, we have a close eye on all resource utilization, schedules and timing components. We create benchmark schedules covering procurement, production, phasing, subcontractor utilization, inspections and all other factors involved in the construction process. Once these schedules are created, each home is assigned a clipboard that hangs on a "war-



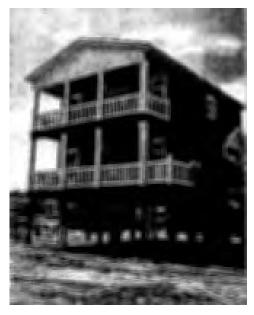
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room" wall with each major phase of construction given its own place on the wall. Under each division of construction, a daily countdown is posted that shows how many days each home should be in that specific area prior to moving to the next phase. Each home is closely monitored by project management to ensure progression, with any slippage visually identified and immediately dealt with. This process continues for each home through final completion. The "warroom" wall is a tool utilized by SLS in high-production scenarios, so that each home's progression is out in the open for multiple personnel to see and provide oversight and accountability.

#### APPLICANT ISSUE & WARRANTY MANAGEMENT

SLS's Warranty Manager will be responsible for keeping both stakeholders and SLS personnel apprised of homeowner concerns and warranty trend lines. He will serve as the "frontline" point

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



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

#### SUBCONTRACTOR UTILIZATION

SLS is a firm believer in local subcontractor participation not only as a means to increase productivity, but to also get the local market involved in construction efforts and inject capital into



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

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

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

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



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

for names of reliable companies, as well as contact building associations and trade associations.

As we are active in the current PRDOH STEP and PHC programs, we have already built an impressive list of qualified subcontractors, who we have worked with in these programs. While their participation will be dependent on their capacity and desire to work with us, we have identified



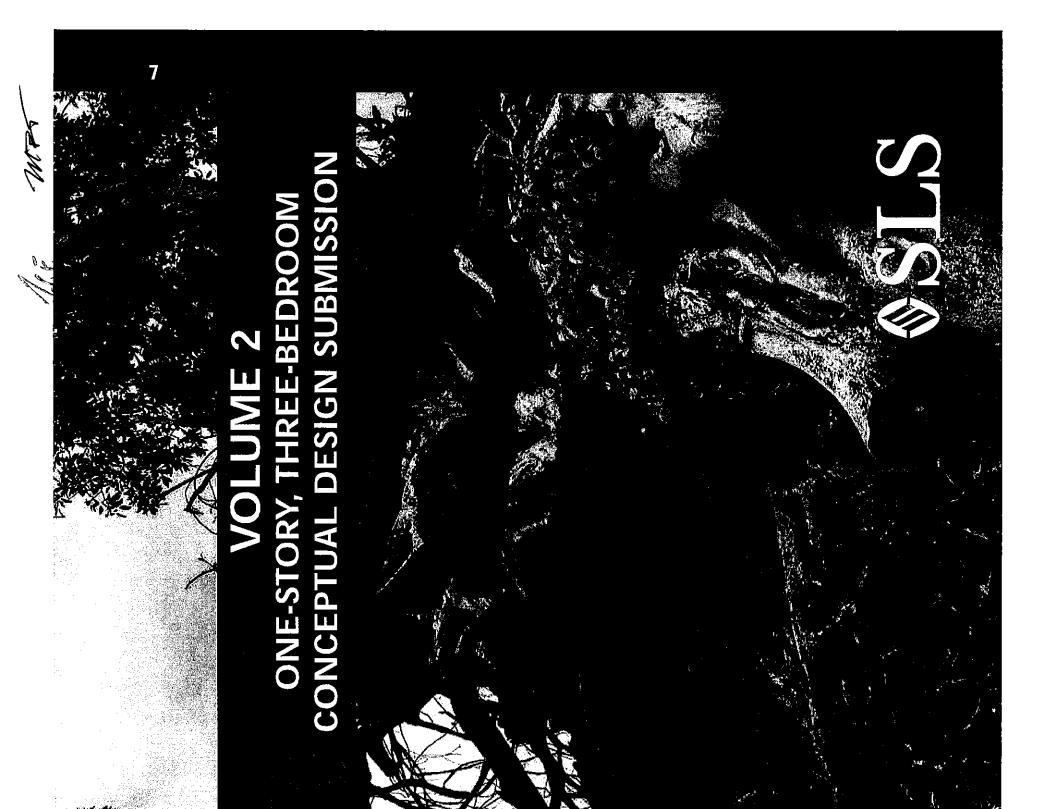
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the following as potential candidates. We do not currently have agreements to work with these firms in the CDBG-DR program, but will actively pursue them if we are chosen and they show interest.

- Kreuger and Toll
- H&E Development
- Timbercrete
- Pimel Corp
- Ecogaurd General Contractors
- · Henry Albanileria Construction
- Kenara Multi Services
- Landgrow LLC
- Luma Construction
- Neparq
- Recovery Services LLC
- Emergency Relief Builders
- Code Inspections
- Gregorio Manceias Construction
- C&L Group
- Construction Enterprises
- Cornerstone Industrial Group
- Costamar Group
- GA Contractor

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





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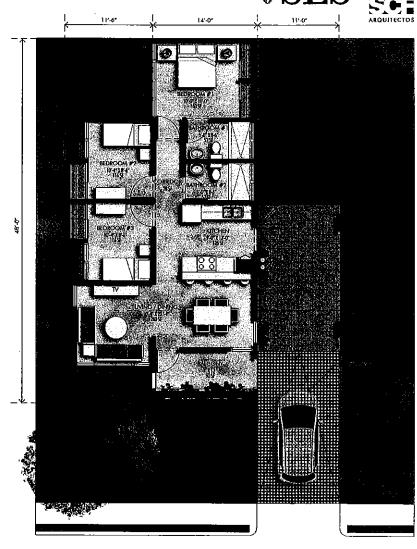
# Model A

Single-Story | Single Family Home

Model A Area: 1,000 sf + 220 sf (carport)

Spaces and Layout Functionality

The Single-Story Model Home has 1,000 gross square feet (in addition to the area occupied by the carport) and accommodates 3 bedrooms and 2 bathrooms. The living areas are arranged in an open layout, with aluminum glass and louver windows on all sides, providing plenty of natural light and cross ventilation. The main entry is from the covered front balcony. A secondary entrance is provided through the kitchen, adjacent to a 180 sq. ft. covered carport. The kitchen layout opens-up to the dining room. Its front counter accommodates a gas range and a pantry; it also works as a peninsula, with a 42' high counter area for informal dining and/or buffet style serving. The back counter accommodates an overhead storage cabinet, a refrigerator, a kitchen sink and a microwave. The bedrooms connect to the living areas through a short corridor. The master bedroom has a private bathroom. The second bathroom is accessible to the secondary bedrooms from the central corridor.



Ground Floor Plan Layout

0 5' 10' 25'

SCF ARCHITECTS | DESIGN PROPOSAL | PAGE 1



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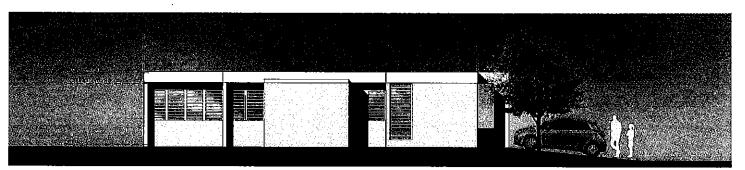
CDBG-DR-RFP-2018-09



MODEL A
Single-Story | Single Family Home



FRONT ELEVATION



LATERAL ELEVATION A



Elevations

0 5' 10' 25'

SCF ARCHITECTS & DESIGN PROPOSAL | PAGE

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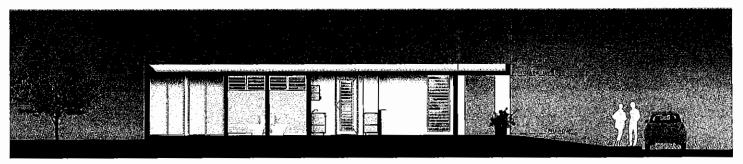
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MODEL A
Single-Story | Single Family Home

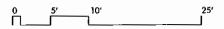


LATERAL ELEVATION B



LONGITUDINAL SECTION





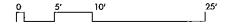
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MODEL A
Single-Story | Single Family Home







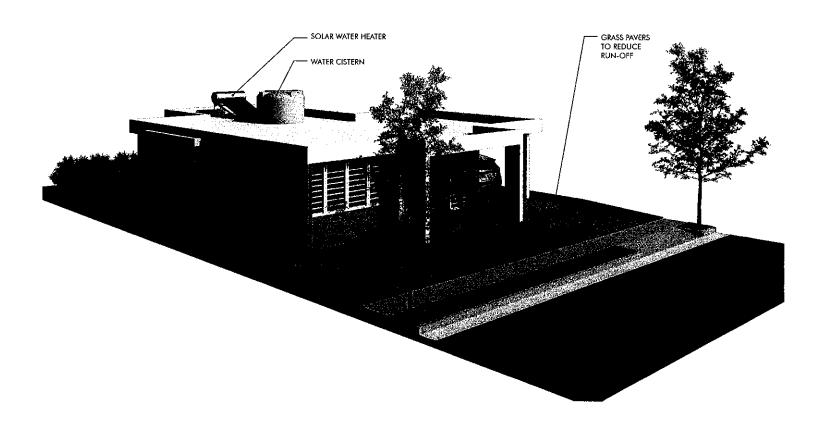


CDBG-DR-RFP-2018-09



Model A

Single-Story | Single Family Home





**Aerial View** 

0 5' 10' 25'

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MODEL A
Single-Story | Single Family Home





Interior Perspective View

0 5' 10' 25

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# Model Homes Narrative

Single-Story | Single Family Home

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

a. Spaces And Layout Functionality

The Single-Story Model Home has 1,000 gross square feet (in addition to the area occupied by the carport) and accommodates 3 bedrooms and 2 bathrooms. The living areas are arranged in an open layout, with aluminum glass and louver windows on all sides, providing plenty of natural light and cross ventilation. The main entry is from the covered front balcony. A secondary entrance is provided through the kitchen, adjacent to a 180 sq. ft. covered carport. The kitchen layout opens-up to the dining room, its front counter accommodates a gas range and a pantry; it also works as a peninsula, with a 42' high counter area for informal dining and/or buffet style serving. The back counter accommodates an overhead storage cabinet, a refrigerator, a kitchen sink and a microwave. The bedrooms connect to the living areas through a short corridor. The master bedroom has a private bathroom. The second bathroom is accessible to the secondary bedrooms from the central corridor.

#### b. Interior Finishes, Equipment and Accesories

The model homes will have 12" x 12" locally manufactured terrazzo floor tiles, 3" high terrazzo base, and painted walls and ceiling. Interior doors shall be 3' x 8' painted wood doors and frames, door hardware with lever handles, for ADA compliance. Bathrooms will have 2" x 6" white gloss ceramic tiles, installed up to 72" high around the shower stall. They will be equipped with a low-consumption high-efficiency toilet, a pedestal sink, a 24" wide towel bar, a tollet paper

dispenser and a 24" x 36" medicine cabinet with Integrated mirror. Bedroom closets will have a set of sliding mirror doors, with an interior upper shelf and a 1.5" hanging rod. The kitchen cabinets will have plastic laminate doors and tops and a 6" x 6" ceramic tile backsplash.

#### c. Sustainable Design Considerations and Green Standards

Both Model Homes implement active and passive techniques to minimize their environmental impact, making them sustainable and resilient in the event of natural disasters. Each Model Home also provides a framework through which the users can individualize their homes by implementing their preferred methods of sustainable measures and design. The following is a list of the methods, materials, and design elements provided that focus on sustainability and incorporate green construction standards.

- In the construction process, the use of products manufactured in Puerto Rico will eliminate import costs and transportation emissions for the latter while stimulating the local economy. The following products will be purchased from local manufacturing companies: cement, gravel, roof sealant, paint, windows, kitchen cabinets, and concrete payers.
- Windows and exterior doors are major architectural components that play an important role in the sustainability, resiliency and architectural character of the homes.
   They will be equal or similar to Master Guard

4" aluminum and glass Jalousie windows, from Air Master Awnings. Both exterior doors will also integrate louver windows. The glass portion of the windows and doors will have frosted glass, which will help absorb incoming sun rays, reduce heat gain while providing natural cross ventilation. The double weather stripping on the lambs improve water and air infiltration control. The use of repetitive window modules creates a distinct architectural vocabulary while providing plenty of natural light, thus reducing electric energy consumption. These windows are certified to withstand design pressure of 171 MPH. They have also been tested for: Air Infiltration, Weter Infiltration, Forced Entry, Uniform Static Loads, Cycling Load, and Failure Load Static Load. As a result, the homes will be extremely resistant to strong hurricanes forces. Moreover, bedrooms and living room windows will be recessed from the facades, providing sun and rain protection.

 The homes will provide modular elements with the objective of diminishing waste and reducing construction time. All closets will be 5'-0" wide; bedroom windows will be 30"w x 80"h; living room windows will be 36"w x 94"h, and interior doors will be 36"w x 96"h.



CDBG-DR-RFP-2018-09



# Model Homes Narrative

Single-Story | Single Family Home

- The flat roofs will be provided with drain overflows and properly sized roof drains. The roof seatant will be a high-performance roof coating, equal or similar to CROSSCO Ultra Seal Plus, which is an acrylic elastomeric sealer that provides fast-dry waterproofing, withstanding light rain after 15 minutes of application. It has excellent elasticity and resistance to UV rays. Its great thermal reflectivity reduces internal temperature, which results in a reduction in energy costs. Ultra Seal Plus also resists the growth of mold, mildew and odor causing microbes, It has a 10-year warranty.
- Shower heads, toilets and faucets will be WaterSense Certifled, Toilets will use 1.28 gallons per flush max, which is 20 percent less water than the current federal standard of 1.6 gallons per flush. Water-efficient lavatory faucets will have a flow of no more than 1.5 gallons per minute (gpm) at 60 pounds per square inch (psi) of water pressure. They will also have no less than 0.8 gpm at 20 psi of water pressure to ensure they provide adequate flow for hand washing. Showerheads will have a maximum flow rate of 2.0 gallons per minute (gpm) or less, which represents a 20 percent reduction in showerhead flow rate over the current federal standard of 2.5 pm, as specified by the Energy Policy Act of 1992. Overall, the integration of Water Sense certified equipment will minimize water use while remaining effective and affordable.
- Electric infrastructure will be provided for the future connection and provision of

photovoltaic panels, to be placed on the flat roofs.

The following equipment will be provided in the Model Homes with the goal of lowering the energy consumption, thus increasing the house sustainability:

- Energy Star, top-freezer refrigerator (18.2 CU.ft.)
- . 30" wide gas range with 4 burners.
- · Solar water heater
- 600-gallon PVC water cistern located above the bathrooms,
- LED lighting fixtures. The bedrooms and living area will have ceiling mounted lamps; the bathrooms will have wall sconces above the vanities. The exterior walls will have solar LED wall mounted sconces.
- All driveways will have grass pavers; allowing rainfall to seep into the ground, decreasing the volume of run-off, which ensures soil stabilization and erosion protection, especially on slopes.

#### d. Accessibility

The standard house will provide 36" wide doors. Kitchen and bathroom sink faucets, as well as all door knobs, will have lever handles. Electric switches will be installed at a maximum 48" above finished floor. The basic models (not just the ADA upgrade) will have fully accessible kitchens, which includes a 60" radius of gyration of a wheelchair between counters. The refrigerator and gas range will also be ADA Compliant. As a result, these homes can be easily retrofitted in case of a temporary or permanent disability at a minimum cost.

#### e. Code Compliance

The Model Homes will comply with current Puerto Rico and Federal design codes and standards, including but not limited to: International Building Code 2018, International Residential Code 2018, American with Disablitiles Act, Puerto Rico Building Code 2018, International Fire Code, National Electric Codes, among others, as stated on Attachment II, Section 11 Code Compliance Requirement, pg. 27 of 42.

#### f. Proposed Construction Materials

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

#### g. Expected Construction Time

Knowing that time is of the essence to the Contract, the expected time for construction on each home will be either within the Program's designated limits or be done in less time, provided that there are no delays outside of our control. Time under the Contract will stop running on the date of Substantial Completion.

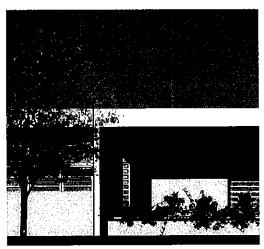


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# Model Homes Narrative

Single-Story | Single Family Home



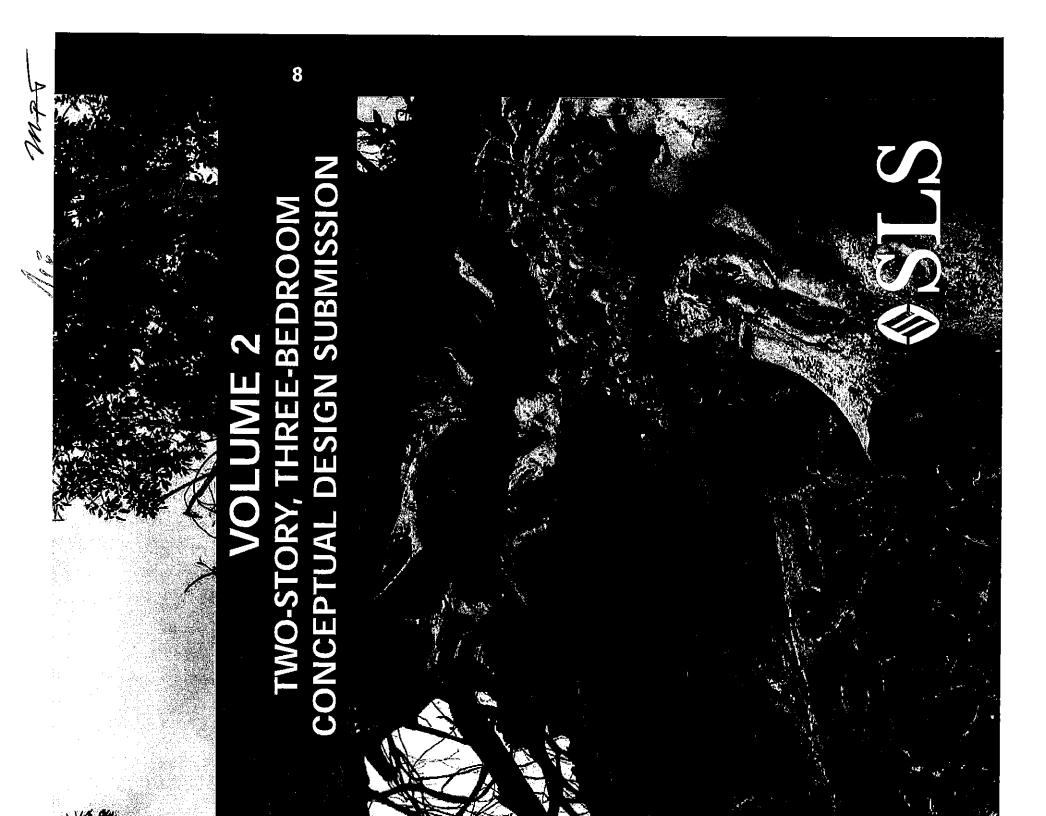
SINGLE-STORY HOME DETAIL

h. Proposed Construction Methods Construction begins after completing the design and permitting phases.

- Construction will start with rough grading and site preparation, followed by the excavation for the proposed foundation system. Excavation shall be executed as per the drawings' defined lengths & widths.
- Infrastructures will be installed before pouring the building floor. These include rough-in for gas, water, sanitary lines, etc.
- After the excavation and infrastructures are laid, the rebar installation will be completed.
   Finally, the concrete foundation and slab are poured per drawing and specifications.
- Formwork framing for reinforced concrete walls, columns, beams and roof slab will be prepared for pouring including plumbing and electrical rough-in. Next any masonry work is erected.
- Orice all cement and masonry work hes been completed, all the doors and windows are installed, protecting the home from the elements. Conduits for electric supply are installed in CMU walls before plastering.
- The last steps consist of: plastering walls, painting, tiling and interior finishes.
- Prior to turning the keys over to the homeowner all systems will be connected and checked. Then the home will go through a final cleaning.

 Strategies to Meet Design Budget SLS will employ a series of strategies to meet design budgets. First, the spatial distribution of each Model Home is very efficient. Circulation (corridors and stairways), while complying with applicable codes, will occupy less than 5% of the overall house footprint on the 1-story model home and less than 10% on the 2-story model home. As a result, the model homes design, although compact in size, maximize each space to the fullest, thus reducing the overall construction area. Second, the construction methods, as described in Section i, are very simple and efficient. These homes' modularity will allow us to reuse the concrete formwork, saving time and construction costs. Finally, by standardizing window size and type, cabinetry, doors, finishes, bathroom equipment and accessories, SLS will be able to purchase these materials in bulk, which will allow us to get better and lower unit costs and will reduce construction time.





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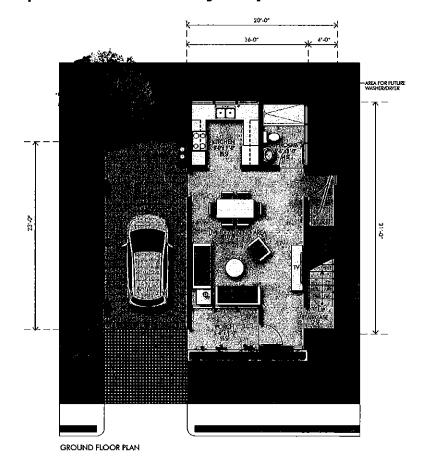
# Model B

Two-Story | Single Family Home

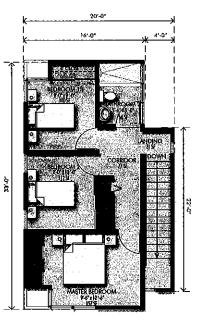
Model B Area: 1,155 sf + 274 sf (carport)

Spaces and Layout Functionality

The Two-Story Model Home has 1,155 gross square feet (in addition to the area occupied by the carport). The living areas overall layout is similar to the Single-Story Model Home: open plan, front covered porch, plenty of natural light, and cross ventilation. It has a single-run connecting stair located on one side of the structure. The space underneath the stairs can be used as a storage space and laundry room. Bathrooms are stacked, one on each floor. The kitchen has a "U" configuration and accommodates a panty, refrigerator, sink, microwave oven and gas range. A second entrance is located adjacent to the kitchen through a 274 sq. ft. covered carport.







SECOND FLOOR PLAN



0 5' 10' 25'

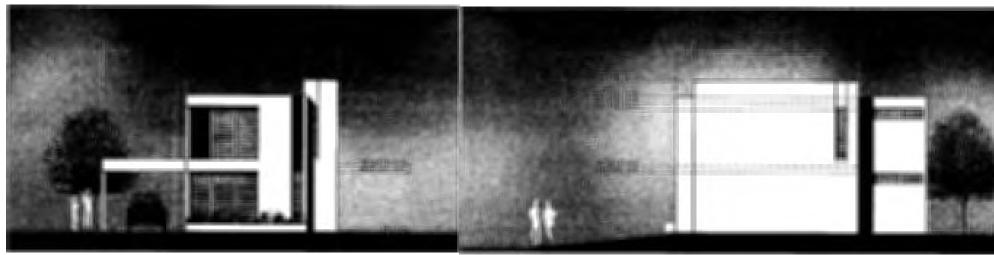
Floor Plan Layouts

CDBG-DR-RFP-2018-09



# Model B

Two-Story | Single Family Home



FRONT ELEVATION

LATERAL ELEVATION A



Elevations

0 5' 10' 25'

SLS S

CDBG-DR-RFP-2018-09

# Model B

Two-Story | Single Family Home



BACK ELEVATION

LATERAL ELEVATION B

300

Elevations

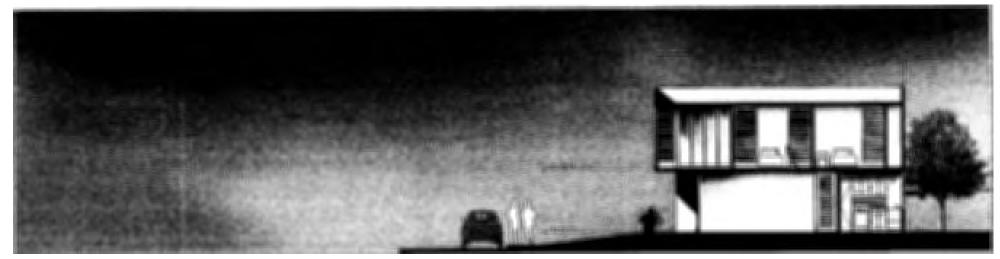
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CDBG-DR-RFP-2018-09



# Model B

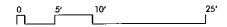
Two-Story | Single Family Home



LONGITUDINAL SECTION



Section





**SLS** 



Model B Two-Story | Single Family Home

CDBG-DR-RFP-2018-09





Street View Perspective



SCF ARCHITECTS | DESIGN PROPOSAL | PAGE 14

MAS

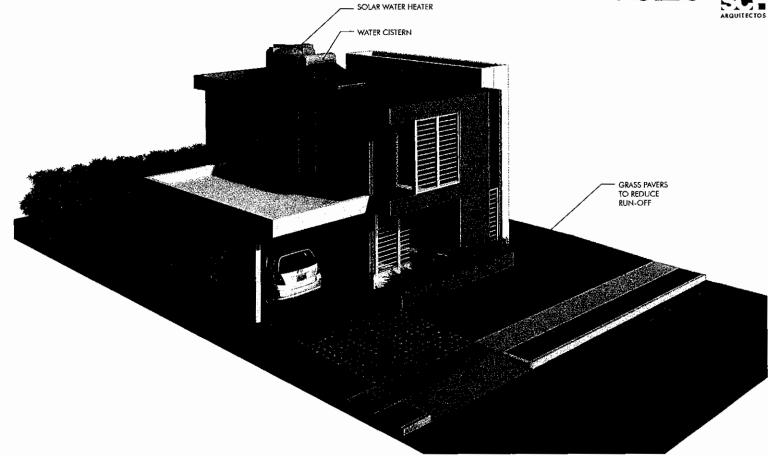
# Community Development Block Grant | Disaster Recovery Proposal CDBG-DR-RFP-2018-09

**SLS** 



Model B

Two-Story | Single Family Home





**Aerial View** 

5′ 10' 25'

SCF ARCHITECTS | DESIGN PROPOSAL | PAGE 15

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CDBG-DR-RFP-2018-09



Model B Two-Story | Single Family Home





Interior Perspective View

CDBG-DR-REP-2018-09





# Model Homes Narrative

Two-Story | Single Family Home

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

#### a. Spaces And Layout Functionality

The Two-Story Model Home has 1,155 gross square feet (in addition to the area occupied by the carport). The living areas overall layout is similar to the Single-Story Model Home: open plan, front covered porch, plenty of natural light, and cross ventilation. It has a single-run connecting stair located on one side of the structure. The space undemeath the stairs can be used as a storage space and laundry room. Bathrooms are stacked, one on each floor. The kitchen has a "U" configuration and accommodates a panty, refrigerator, sink, microwave oven and gas range. A second entrance is located adjacent to the kitchen through a 274 sq. ft. covered carport.

#### b. Interior Finishes, Equipment and Accesories

The model homes will have 12" x 12" locally manufactured terrazzo floor tiles, 3" high terrazzo base, and painted walls and ceiling. Interior doors shall be 3' x 8' painted wood doors and frames, door herdwere with lever handles, for ADA compliance. Bathrooms will have 2" x 6" white gloss ceramic tiles, installed up to 72" high around the shower stall. They will be equipped with a low-consumption high-efficiency toilet, a pedestal sink, a 24" wide towel bar, a toilet paper dispenser and a 24" x 36" medicine cabinet with integrated mirror. Bedroom closets will have a set of sliding mirror doors, with an interior upper shelf and a 1.5" hanging rod. The kitchen cabinets will have plastic laminate doors and tops and a 6" x 6" ceramic tile backsplash,

### c. Sustainable Design Considerations and Green Standards

Both Model Homes implement active and passive techniques to minimize their environmental impact, making them sustainable and resilient in the event of natural disasters. Each Model Home also provides a framework through which the users can individualize their homes by implementing their preferred methods of sustainable measures and design. The following is a list of the methods, materials, and design elements provided that focus on sustainability and incorporate green construction standards.

- In the construction process, the use of products manufactured in Puerto Rico will eliminate import costs and transportation emissions for the latter while stimulating the local economy. The following products will be purchased from local manufacturing companies: cement, gravel, roof sealant, paint, windows, kitchen cabinets, and concrete payers.
- Windows and exterior doors are major architectural components that play an important role in the sustainability, resiliency and architectural character of the homes. They will be equal or similar to Master Guard 4" aluminum and glass jalousie windows, from Air Master Awnings. Both exterior doors will also Integrate louver windows. The glass portion of the windows and doors will have trosted glass, which will help absorb incoming sun rays, reduce heat gain white

providing natural cross ventilation. The double weather stripping on the jambs improve water and air infiltration control. The use of repetitive window modules creates a distinct architectural vocabulary while providing plenty of natural light, thus reducing electric energy consumption. These windows are certified to withstand design pressure of 171 MPH, They have also been tested for: Air Infiltration, Water Infiltration, Forced Entry, Uniform Static Loads, Cycling Load, and Failure Load Static Load. As a result, the homes will be extremely resistant to strong hurricanes forces, Moreover, bedrooms and living room windows will be recessed from the facades, providing sun and rain protection.

• The homes will provide modular elements with the objective of diminishing waste and reducing construction time. All closets will be 5'-0" wide; bedroom windows will be 30"w x 60"h; living room windows will be 36"w x 84" h, and Interior doors will be 36"w x 96"h.



CDBG-DR-RFP-2018-09



# Model Homes Narrative

Two-Story | Single Family Home

- The flat roofs will be provided with drain overflows and properly sized roof drains. The roof sealant will be a high-performance roof coating, equal or similar to CROSSCO Ultra Seal Plus, which is an acrylic elastomeric sealer that provides fast-dry waterproofing, withstanding light rain after 15 minutes of application. It has excellent elasticity and resistance to UV rays. Its great thermal reflectivity reduces internal temperature, which results in a reduction in energy costs. Ultra Seal Plus also resists the growth of mold, mildew and odor causing microbes. It has a 10-year warranty.
- Shower heads, toilets and faucets will be WaterSense Certifled, Toilets will use 1.28 gallons per flush max, which is 20 percent less water than the current federal standard of 1.6 gallons per flush. Water-efficient lavatory faucets will have a flow of no more than 1.5 gallons per minute (gpm) at 60 pounds per square inch (psi) of water pressure. They will also hava no less than 0.8 gpm at 20 psi of water pressura to ensure they provide adequate flow for hand washing. Showerheads will have a maximum flow rate of 2.0 gallons per minute (gpm) or less, which represents a 20 percent reduction in showerhead flow rate over the current federal standard of 2.5 pm, as specified by the Energy Policy Act of 1992, Overall, the integration of Water Sense certified equipment will minimize water use while remaining effective and effordable.
- Electric infrastructure will be provided for the future connection and provision of

photovoitaic panels, to be placed on the flat roofs.

The following equipment will be provided in the Model Homes with the goal of lowering the energy consumption, thus increasing the house sustainability:

- Energy Star, top-freezer refrigerator (18.2 CU.ft.)
- . 30" wide gas range with 4 burners.
- Solar water heater
- 600-gallon PVC water cistern located above the bathrooms.
- LED lighting fixtures, The bedrooms and living area will have ceiling mounted lamps; the bathrooms will have wall sconces above the vanities. The exterior walls will have solar LED wall mounted sconces.
- All driveways will have grass pavers; allowing rainfall to seep into the ground, decreasing the volume of run-off, which ensures soil stabilization and erosion protection, especially on slopes.

#### d. Accessibility

The standard house will provide 36" wide doors. Kitchen and bathroom sink faucets, as well as all door knobs, will have lever handles. Electric switches will be installed at a maximum 48" above finished floor. The basic models (not just the ADA upgrade) will have fully accessible kitchens, which includes a 60" radius of gyration of a wheelchair between counters. The refrigerator and gas range will also be ADA Compliant. As a result, these homes can be easily retrofitted in case of a temporary or permanent disability at a minimum cost.

#### e. Code Compliance

The Model Homes will comply with current Puerto Rico and Federal design codes and standards, including but not limited to: International Building Code 2018, International Residential Code 2018, American with Disabilities Act, Puerto Rico Building Code 2018, International Fire Code, National Electric Codes, among others, as stated on Attachment II, Section 11 Code Compliance Requirement, pg. 27 of 42.

#### f. Proposed Construction Materials

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

#### g. Expected Construction Time

Knowing that time is of the essence to the Contract, the expected time for construction on each home will be either within the Program's designated limits or be done in less time, provided that there are no delays outside of our control. Time under the Contract will stop running on the date of Substantial Completion.



CDBG-DR-RFP-2018-09



# Model Homes Narrative

Two-Story | Single Family Home



h. Proposed Construction Methods Construction begins after completing the design and permitting phases.

- · Construction will start with rough grading and site preparation, followed by the excavation for the proposed foundation system. Excavation shall be executed as per the drawings' defined lengths & widths.
- Infrastructures will be installed before pouring the building floor. These include rough-in for gas, water, sanitary lines, etc.
- · After the excavation and infrastructures are laid, the rebar installation will be completed. Finally, the concrete foundation and slab are poured per drawing and specifications.
- · Formwork framing for reinforced concrete walls, columns, beams and roof slab will be prepared for pouring including plumbing and electrical rough-in. Next any masonry work is erected.
- Once all cement and masonry work has been completed, all the doors and windows are installed, protecting the home from the elements. Conduits for electric supply are installed in CMU walls before plastering.
- · The last steps consist of: plastering walls, painting, tiling and interior finishes.
- · Prior to turning the keys over to the homeowner all systems will be connected and checked. Then the home will go through a final cleaning,

i. Strategies to Meet Design Budget

SLS will employ a series of strategies to meet design budgets. First, the spatial distribution of each Model Home is very efficient. Circulation (corridors and stairways), while complying with applicable codes, will occupy less than 5% of the overall house footprint on the 1-story model home and less than 10% on the 2-story model home. As a result, the model homes design, although compact in size, maximize each space to the fullest, thus reducing the overall construction area. Second, the construction methods, as described in Section i, are very simple and efficient. These homes' modularity will allow us to reuse the concrete formwork, saving time and construction costs. Finally, by standardizing window size and type, cabinetry, doors, finishes, bathroom equipment and accessories, SLS will be able to purchase these materials in bulk. which will allow us to get better and lower unit costs and will reduce construction time.



# VOLUME 2 PLAN FOR COMPLIANCE WITH SECTION 3 REQUIREMENTS





SLS is committed to "ensuring that employment and economic opportunities generated by HUD programs shall, to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, be directed to low and very low income persons."

Our current and past projects have demonstrated a strong commitment towards exceeding MBE, WBE and Section 3 contracting goals by partnering with local housing authorities, neighborhood communities and providing ongoing subcontractor training and mentoring. In all of our CDBG-DR funded programs, we have consistently met and/or exceeded stated subcontracting goals.

The following is an overview of our methodology concerning Section 3, as well as Disadvantaged Businesses in engagement and hiring:

- Firm commitment to conduct aggressive outreach and notifications to potential Section 3
  residents and minority- and women-owned businesses for hiring opportunities using site
  signage and flyers.
- Post hiring opportunities on SLS's company website.
- Advertise contracting opportunities and available positions with and at Puerto Rico's Small
  Business Development Group, Puerto Rico's Office of Business Opportunity, Puerto Rico
  Housing Authority, local and regional M/WBE contractor associations and groups, local
  hiring halls and community development organizations.
- Hold monthly strategy sessions with relevant parties that review hiring goals to create ongoing and updated plans on how to achieve hiring objectives.
- Provide information and training to all applicants on how to be certified as a Section 3
  resident.
- Conduct presentations by hosting and participating in pre-bid meetings, as well as job fairs throughout the community and other networking opportunities.
- Maintain comprehensive documentation of all minority, women and Section 3 resident outreach efforts and implementation activities, which includes projected workforce needs and a list of all lower-income residents who have either applied on their own or through a referral, as well as hiring statistics and opportunities provided.
- Identify specific roles targeted for Section 3 residents that provide substantial skill-building opportunities and ensure the proper training is given through dedicated mentorship and accountability methods.
- Provide a dedicated individual within the Human Resources division that will constantly monitor and update Section 3 hiring practices and continual growth opportunities.



- - Accept applications and resumes on-site for persons applying for a position and make such tools and methods available to all subcontractors.
- · Require all subcontractors to provide a monthly hiring report to track and identify new hires, Section 3 residents, minorities and woman workers and personnel.

SLS has had a substantial amount of success in implementing these steps and will continue to find new and innovative methods to ensure Puerto Rico's hiring goals and requirements are met in consistent and timely manner throughout the life of our involvement in the Program.



# Attachment C



# ATTACHMENT 2 SCOPE OF WORK

**Request for Proposals** 

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

(Revised for Negotiations on August 8, 2019)

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

#### 1. Introduction and Overview

available at <a href="https://www.cdbg-dr.pr.gov/action-plan">www.cdbg-dr.pr.gov/action-plan</a>.

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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 46



- 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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 3 of 46 MF SUE

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.

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 4 of 46



### 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:

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 5 of 46



- Will be assigned to geographical regions (groups of municipalities), at the PRDOH's discretion;
- Can work one or more regions at any given time;
- Will have a higher financial and technical capacities, which enable them to work large quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent possible;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

#### 2.3.2. Level 2 Construction Managers

Level 2 Construction Managers will be those with moderate financial capabilities which are able to perform moderate quantities of work at any given time and within adjacent groups of municipalities. Level 2 Construction Managers:

- Will be assigned to work within adjacent groups of municipalities;
- Will be constrained to adjacent municipalities from the locations of their headquarters to reduce the risk of overextending;
- Will have moderate financial and technical capacities, which enable them to work smaller quantities of projects;
- Will be a contractor-led organization;
- Can perform all types of projects (Repair, Reconstruction or New Construction), including demolition or abatement;
- Must ensure that subcontracting of works only occur up to a tier 2 subcontractor level;
- Will be frequently evaluated and held responsible for the performance of their team and organization, including designers, consultants, suppliers, manufacturers, and subcontractors;
- Should engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico as Team Members and Key Individuals to the greatest extent;
- Will engage and cooperate with the local communities and municipalities within their geographical regions;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

#### 3. Staff and Subcontractors

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Attochment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 6 of 46

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

#### 3.1. Staff Requirement

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

#### 3.2. Staff Experience and Qualifications

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

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

#### 3.2.1. Senior Project Manager

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

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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 7 of 46



- 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.



MF Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09

Page 8 of 46 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

- A bachelor's or master's degree from an accredited institution in architecture or engineering;
- Experience with design-build projects;

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

- 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;

construction programs/projects. The Lead Design Manager must have:

- 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relacation Program Construction Managers Page 9 of 46 m + Joy E

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

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

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

#### 3.2.4. Lead Procurement Manager

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

- Assisting with the development of the projects' schedule, especially in the procurement activities;
- Assigning tasks and managing the procurement team's personnel;
- Identifying and allocating resources to the procurement activities;
- Assisting the Senior Project Manager with the risk assessment of procurement issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in cost control, record keeping, auditing and procurement issues;
- Owning and pursuing outstanding procurement issues;
- Ensure the diligent preparation of submittals' packages and tracking their approval;
- Coordinating various components of projects to ensure the on-time delivery of purchased good or services;
- Promoting inter-team communication and keeping all the procurement team informed;
- Managing the individual group leaders of the procurement team;
- Assisting the Senior Project Manager in the evaluation of procurement team staff and performance;
- Assisting the Senior Project in the controls of the budget for the procurement activities;
- Assisting the Senior Project with status reports and presentations for the procurement activities;
- Promoting best accounting practices in the procurement activities;
- Promoting ethical behaviors and work ethic within the procurement team;
- Assuming responsibility for work products of the procurement team;
- Assuming responsibility for standardization and procurement issues during the construction phase; and
- Any other function required to support the R3 program.

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Pragram Construction Managers Page 10 of 46



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:

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 11 of 46



- 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 12 of 46



- 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 13 of 46



- 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.

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 14 of 46



## 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;

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Pragram Construction Managers Page 15 of 46



- Promoting ethical behaviors and work ethic within the human resource team;
- Assuming responsibility for work products of the human resource team;
- Assuming responsibility for labor compliance issues during the all the phases of the R3 projects; and
- Any other function required to support the R3 program.

The Lead Human Resource Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in labor law, conflict resolution, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Human Resource Manager must have:

- A bachelor's or master's degree from an accredited institution in business administration, laws, or human resource fields;
- Knowledge in Best Human Resource practical to the construction industry;
- At least ten (10) years of experience as team manager in the human resource or labor laws fields; and
- At least five (5) years of experience in human resource or labor laws compliance in the construction industry.

#### 3.2.9. Lead Warranty Manager

The resource assigned as Lead Warranty Manager shall work together and under the direct supervision of the Senior Project Manager to control the final turn over and warranty phase of the projects of the R3 projects. The Lead Warranty Manager will supervise the warranty team of the R3 program, with the following responsibilities:

- Development, tracking, and certifying the projects' specific closeout checklist and binder for the R3 projects;
- Preparing and certifying the closeout procedures and documentation, related to the closeout process, including but limited to: checklist, record documents, permits, taxes, certification, insurances, and warranties;
- Preparing and conducting closeout and warranty meeting with the group leaders of the warranty team and stakeholders;
- Assigning tasks and managing the warranty team personnel;
- Identifying and allocating resources to the warranty activities;
- Owning and pursuing outstanding closeout and warranty issues, like, but not limited to: final inspections, non-conformance work, and outstanding debts;
- Coordinating various components of projects to ensure the on-time delivery of closeout and warranty deliverables, including but limited to: record drawings, record specifications, closeout binder, warranty certifications, master plumber certification, professional electrician certification, commissioning, and final cleaning;
- Promoting inter-team communication and keeping all the warranty team informed;
- Managing the individual group leaders of the warranty team;
- Assisting the Senior Project Manager in the evaluation of warranty team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the warranty activities;

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-PR-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 16 of 46



- 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)

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 17 of 46



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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Poge 18 of 46



Time is of the essence for the R3 Program and the disaster recovery efforts The Proposers shall be responsible for completing the conceptual design activities and must produce the products or services required within the following timeline:

 Conceptual Designs for all Model Homes (Standard and ADA Compliant, single- and two-story): To be submitted within ten (10) calendar days from contract execution.

#### 4.1.2. Design Development (Phase II)

The Selected Proposers will submit a more detailed presentation of all the Model Homes for the evaluation and approval of the PRDOH or its representative. The Proposers should expect frequent communications, clarifications, and meetings with PRDOH or its representative. During this phase the Selected Proposers will prepare a standard: cost estimate, drawings, technical specification and permits, for the Model Homes.

#### 4.1.2.1. Drawings

The Selected Proposers shall develop and submit drawings for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These drawings will illustrate the floor plans, elevations, sections, schedules, detail views, and typical details, among others. The drawings must include, as a minimum, the following items: cover sheet, titles, structural, architectural, plumbing, mechanical, and electrical drawings. These renderings should be produced in standard commercial software like AutoCAD®.

#### 4.1.2.2. Technical specification

The Selected Proposers shall develop and submit technical specifications for all the 2-bedroom, 3-bedroom, and 4-bedroom single-story and two-story Model Homes, with all three (3) options for façade. These specifications will describe the materials, products, quality, testing, construction method, and execution, technical specifications are to include, as a minimum, the following: general requirements; concrete; masonry; metals; wood, plastic and composites; thermal and moisture protection; openings; finishes; specialties; equipment; furnishing; fire suppression; plumbing; mechanical; electrical; communications; electronic safety and security; exterior improvements; and utilities. The technical specifications should be produced in standard commercial software like MasterSpec©.

#### 4.1.2.3. Renderings

The Selected Proposers shall develop and submit for all the Home Models (standard) color renderings of (i) a perspective view of the home, (ii) a 3D view of the front-façade, and (iii) a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper and digital copy. The hardcopy illustrations must have a high-quality printing and paper. These renderings should be produced in standard commercial software like Revit@ or SketchUp@.

#### 4.1.2.4. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: (i) the codes and versions of such

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 19 of 46 ME

codes to be used for the Model Homes, (ii) the spaces provided and layout functionality, (iii) the proposed construction materials, (iv) the proposed construction methods to be used, (v) any energy efficiency or water conservation considerations, (vi) any sustainable design considerations, (vii) the expected time for construction, (viii) any necessary strategies to meet designated budgets; and (ix) how the home will comply any of the Green Standards set forth in this Scope of Work.

#### 4.1.2.5. Cost Estimate

The Proposers shall submit a detailed cost breakdown of the construction of each of the Model Homes submitted with the Design Development Phase. The cost breakdown must be itemized, show estimated cost of all trades, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis.

#### 4.1.2.6. Document Format

The Selected Proposers must present the drawings, renderings in an 11" x 17" (tabloid) bound booklet. The technical specification and design narratives in an 8-1/2" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

#### 4.1.2.7. Permits and Endorsement

The Selected Proposers shall prepare, submit, and obtain all preliminary construction permits and endorsements for all the Model Homes. The Construction Managers will submit all the applicable documents and pay all the application fees to obtain the necessary approvals pursuant to a preliminary construction permit as per OGPe ("Oficina de Gerencia y Permisos" for its Spanish Acronym) guidelines for designs for which no site has been selected.

#### 4.1.2.8. Schedule of Deliverables

Time is of the essence for the R3 Program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the design development activities and must produce the products or services of this section in the following timeline:

Design Development Documents and Applicable Permits for all Model Homes (Standard and ADA Compliant, single- and two-story): To be submitted within twenty (20) days from the PRDOH's or its representative's approval of the Conceptual Design Phase.

PRDOH and its representatives will evaluate all documents submitted, and issue comments or approve them within ten (10) days of receipt.

#### 4.1.3. Final Construction Documents (Phase III)

The Selected Proposers will develop and submit the final construction documents for all the repair and replacement home construction. For repair works this is the only design submission required for the R3 Program. The final construction documents will include all revisions required by the Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Pragram Construction Managers Page 20 of 46



PRDOH or its representative, as well as the final permits approval for construction. This phase of design will be executed by the Selected Proposers upon assignment of homes through the R3 Program. Homeowners, when a replacement home is to be constructed, will select the façade for the home, paint color schemes, cabinets color schemes, floor color schemes, and any other optional component that has no impact on costs.

## 4.1.3.1. Project Site and Conditions

The Selected Proposers will assess the specific property to complete the design. Construction Managers will be expected to diligently engage its organization to complete the civil and structural analysis, and design.

#### 4.1.3.2. Drawings

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

#### 4.1.3.3. Technical specification

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

#### 4.1.3.4. Document Format

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

#### 4.1.3.5. Permits and Endorsement

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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation F

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 21 of 46 mr.

#### 4.1.3.6. Schedule of Deliverables

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

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

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

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

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 22 of 46

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.

### 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**

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 23 of 46



All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, if applicable<sup>1</sup>.

#### 7. Environmental Review

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

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

#### 7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead 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.

<sup>&</sup>lt;sup>1</sup> Generally, Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repoir (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 repoir 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.

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 24 of 46



#### 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

Attachment 2: Scope of Work (Revised for Negotiatians on August 8, 2019) CDBG-DR-PRF-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 25 of 46 mit die

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.

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Canstruction Managers Page 26 of 46



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; (viii) 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 27 of 46



- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- Repair Works: Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
- Construction of Replacement Homes: Four (4) pay points have been currently identified for construction or replacement homes. These pay points are (1) upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), (2) upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), (3) upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and (4) upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

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Attachment 2: Scope of Wark (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Hameowner Repair, Recanstruction, or Relocation Program Construction Managers Page 28 of 46

Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

#### 11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

- 1. Puerto Rico Building Code (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
- 2. Puerto Rico Residential Code (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
- 3. Puerto Rico Mechanical Code (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
- 4. Puerto Rico Plumbing Code (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
- 5. Puerto Rico Fire Code (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
- 6. Puerto Rico Fuel Gas Code (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
- 7. Puerto Rico Energy Conservation Code (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
- 8. Puerto Rico Existing Building Code (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
- 9. Puerto Rico Private Sewage Disposal Code (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
- 10. Puerto Rico Swimming Pool and Spa Code (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

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

- 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;

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 29 of 46



- 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.

#### 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.

Attochment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 30 of 46



#### 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 underfaken:

- 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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 31 of 46



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;

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 32 of 46

- 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, occording 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.

Attochment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 33 of 46

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#### 12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

#### 12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area:
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-In for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in Attachment 8 to the RFP.

#### 12.2.3. Specific Requirements:

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 34 of 46



- 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)

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Monagers Page 35 of 46



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

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

# 12.2.4. Repairs

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

## 12.2.5. Reconstruction or New Construction

Homes constructed for the R3 Program aims to make its housing units usable by more LM1 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)		
Total Min. Area	800.00 sq. ff.	1,000.00 sq. ff.	1,200.00 sq. ff.

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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 36 of 46

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# 12.2.7. Single-Story Detached houses

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

# 12.2.8. Party-Wall houses

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

#### Task 03: Permits and Endorsements 12.3.

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

# 12.3.1. List of Permits or Endorsements

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

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 37 of 46

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

### 12.4. Task 04: Lead & Asbestos Abatement

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

# 12.4.1. Objectives

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

# 12.4.2. General Requirements

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

## 12.4.3. Specific Requirements (if required)

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



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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 38 of 46

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

# 12.4.4. Notice of Completion

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

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

## 12.5. Task 05: General Demolition

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

# 12.5.1. Notice of Completion

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

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

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 39 of 46 ME

# 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; Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Recanstruction, or Relocation Program Construction Monagers Page 40 of 46



- 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:

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 41 of 46



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

# 12.7. Task 07: Single-Family Reconstruction or New Construction

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

# 12.7.1. General Requirements

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

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Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 42 of 46

> 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 preconstruction 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;

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, ar Relocation Program Construction Managers Page 43 af 46



- 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;

Attachment 2: Scope of Wark (Revised for Negatiations on August 8, 2019) CDBG-DR-FRP-2018-09 Homeowner Repair, Reconstruction, ar Relacation Program Construction Managers Page 44 of 46 Joy E

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

# 12.8.2. Closeout Checklist and Binder (PRDOH):

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

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

# 12.8.3. Closeout Checklist and Binder (Homeowner):

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

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

# 12.9. Task 10: Warranty Period

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

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

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

Attachment 2: Scope of Work (Revised for Negotiotions on August 8, 2019) CDBG-DR-DR-FRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Poge 45 of 46 MAPE

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

# 12.10. Task 11: Temporary Relocation

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

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

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

- 1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
- 2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
- 3. Have no duplication of benefits issues that could prevent the Program from providing services:
- 4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
- 5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate<sup>2</sup> for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

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

<sup>&</sup>lt;sup>2</sup> https://www.huduser.gav/portol/datasets/fmr/fmrs/FY2018\_code/2018state\_summory.odn

Attachment 2: Scope of Work (Revised for Negotiations on August 8, 2019) CDBG-DR-PRP-2018-09 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 46 of 46

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

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

**END OF SCOPE OF WORK** 

# **Attachment D**

# William Rios Maldonado

From: Matt Tindall < mtindali@slsco.com>

**Sent:** Wednesday, August 14, 2019 2:43 PM

**To:** William Rios Maldonado; Laura Pagan Santana

Cc:William Sullivan; Kelly Huck; Vincent Fafard; Matt TindallSubject:\*\*SLS\*\* BAFO Request :: CDBG-DR-RFP-2018-09 : Homeowner Repair, Reconstruction,

or Relocation Program Construction Managers

Attachments: ADA Clariffication.pdf; SLS - Exhibit O-1 - Program Unit Price List - Executed.pdf; SLS -

Exhibit O-2 - Replacement Home Cost Forms (all) - Executed.pdf; SLS\_Detailed Cost

Breakdown\_xlsx

Mr. William G. Rios-Maldonado,

SLS is pleased to present to you these final documents as requested. If anything further is required please let us know. We appreciate this opportunity.

Regards,

MT



Matthew R. Tindall

Vice President - Housing Division | SLSCO

A: AM Tower - 207 Calle Del Parque, Ste. 5, San Juan, PR 00912

P: <u>713-880-8411</u> M: <u>713-248-9989</u>

E: mtindall@slsco.com W: www.slsco.com



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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)

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

# **XACTAWARE'S PRICING LIST**

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

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List PRSJBX\_JULTY 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.

Exhibit O-1: Program Unit Price List (Revised for Negotlations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 2 / 7

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### **OVERHEAD AND PROFIT**

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

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

## **MUNICIPAL TAXES**

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

# **ADDITIONAL LINE ITEMS LIST**

# Design and Permitting Costs for Repair Awards (Soft Cost)

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

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

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8: 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Hameowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 3 / 7

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No.	item Description	Units	Unit Cost Notes
4	Soft Cost: Design and Permilling for Repair Awards from \$30,001 to \$40,000	រេ	\$7.428 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 tlem?
5	Soft Cost: Design and Permilting for Repair Awards from \$40,001 to \$50,000	ıs	\$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 term:
6	Solf Cost: Design and Permitting for Repair Awards from \$50,001 to \$60,000	LS	\$13,580 includes design and permilling costs for any and all repair works (including repair and ony 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 tiem.
7	Soft Cost: Asbestos Abatement Permitting	LS	\$935,00 includes costs for the acquisition of asbestos removal permits for the implementation of any abatement works required at the storm-damaged home.
8	Soft Cost: Lead-Based Paint Abatement Permits	LS	\$935.00 Includes costs for the acquisition of lead-based paint removal permits for the implementation of any abatement works required at the storm-damaged home.

# **Construction Works (Hard Costs)**

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

ID	Item Description	Units	Unif Cost Notes
1	Lead & Asbestos: Mobilization and Preparation for Lead and/or Asbestos Abatement	เร	\$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: Interlor, 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 Basls; RSMeons 02 83 19.23 0040, 1.8 Factor applied to tabor 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 Encapsulatian: Pipe, to 8" diameter	UF .	\$3.47 Cost Reasonableness Basis: RSMeans 02 83 19.23 0060, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
6	Lead Encapsulation: Pipe, to 12' diameter	LF	\$5.17 Cost Reasonableness Basis: RSMeans 02 83 19.23 0070, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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

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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	\$6.66 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,	EA	\$129.85 Cost Reasonableness Basis: RSMeans 02 83 19,23
	frame and trim		0120. 1.8 Factor applied to lobor cost for
	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides.	EA	\$192.34 Cost Reasonableness Basis: RSMeans 02 83 19,23
	frame and trim		0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Local Exponentiations Bonol stoom, holds stoom	EA	\$185.46 Cost Reosonableness Basis: RSMeans 02 83 19.23
11	Lead Encapsulation: Panel doors, both sides, frame and frim	EA.	0140. 1.8 Factor applied to labor cost for
	none and min		Executive Order Na. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides,	EA	\$245.01 Cost Reasonableness Basis: RSMeans 02 83 19.23
	frame and frim	٠.	0150. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98 Cost Reasonableness Bosis: RSMeans 02 83 19.23
			0180, 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grites, vents	SF	\$4.67 Cost Reasonableness Basts: 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	SF	\$1.32 Cost Reasonableness Basis: RSMeans 02.83 19.23
	plaster		0220. 1,8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Cellings roller, drywoll, or	SF	\$1.50 Cost Reasonableness Basis: RSMeans 02 83 19.23
	ploster		0250, 1.8 Factor applied to labor cost for
-17	Land Francischer, Caladas Baubanak	1.0	Executive Order Na. 2018-033 consideration. \$4.37 Cost Reasonableness Basis: RSMeans 02 83 19.23
17	Lead Encapsulation: Exterior, brushwork, guiters and downspouls	LF	0270, 1.8 Factor applied to labor cost for
	guilets and downspoors		Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3,26 Cost Regionableness Basis: RSMeans 02 83 19,23
	Lead Ericapsolalion, Exterior Colonilis	31	0280, 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, slding	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,	ĻF	\$2.62 Cost Reasonableness Basis: RSMeans 02 83 19.23
	brusgwork, to 2" diameter		0310. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, nlac, or concrete,	SF	\$2.62 Cost Reasonableness Basis: RSMeans 02 83 19.23
	spray		0320. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
22	Lead Encapsulotion: Steel, flot surfaces and	SF	\$2.62 Cost Reasonableness Basis: RSMeans 02 83 19.23
	tanks to 12°		0330. 1.8 Factor applied to labor cost for
	Land Consequelles no see 1 : 1 : 2	e-	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
44	rada ri krabsolgilotir 1103025	-31	0350, 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69 Cost Reasonobleness Basis: RSMeans 02 83 19.26
		-	0050. t.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	\$21.72 Cos! 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.

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

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28 Lead Removal: Comice  SF \$11.29 Cost Reconcoleness Basts: RSMeans (28.31 9.25 Beauther Order No. 2018-033 consideration.  29 Lead Removal: Door, one side, Bush  SF \$3.31 Cost Resonableness Basts: RSMeans (28.31 9.25 Beauther Order No. 2018-033 consideration.  SF \$3.31 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$3.00 La Read Removal: Door Irim, one side  UF \$7.55 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.24 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.24 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.27 Lead Removal: Pipes, to 4" diameter  UF \$3.84 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.20 Lead Removal: Pipes, to 12" diameter  UF \$3.84 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.20 Lead Removal: Pipes, to 12" diameter  UF \$3.82 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.20 Lead Removal: Pipes, to 12" diameter  UF \$3.82 Cost Resonableness Basts: RSMeans (28.31 9.26 Beauther Order No. 2018-033 consideration.  SF \$20.20 Lead Removal: Pipes, to 12" diameter  UF	ID	Item Description	Units	Unit Cost Notes
Executive Order No. 2018-033 consideration.  29 Lead Removal: Door, ane side, flush  55 \$3,31 Cost Responsibleness basis: RSMeans 02 83 19.26 2900, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  30 Lead Removal: Door Irim, one side  10 \$5,55 Cost Responsibleness Basis: RSMeans 02 83 19.26 2980, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  31 Lead Removal: Fence, picket, one side  55 \$20,27 Cost Responsibleness Basis: RSMeans 02 83 19.26 320, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  32 Lead Removal: Grities, one side  56 \$20,27 Cost Responsibleness Basis: RSMeans 02 83 19.26 320, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  33 Lead Removal: Handralis  14 Lead Removal: Pipes, to 4" diameter  15 \$8,88 Cost Responsibleness Basis: RSMeans 02 83 19.26 400, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  34 Lead Removal: Pipes, to 6" diameter  15 \$8,88 Cost Responsibleness Basis: RSMeans 02 83 19.26 400, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  35 Lead Removal: Pipes, to 6" diameter  16 \$1,44 Cost Responsibleness Basis: RSMeans 02 83 19.26 440, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  36 Lead Removal: Pipes, to 16" diameter  17 \$1,44 Cost Responsibleness Basis: RSMeans 02 83 19.26 440, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  37 Lead Removal: Pipes, to 16" diameter  18 \$2,35 Cost Responsibleness Basis: RSMeans 02 83 19.26 440, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  38 Lead Removal: Pipe hongers  5A \$1,15 Cost Responsibleness Basis: RSMeans 02 83 19.26 440, 1.8 Factor applied to labor acost for Executive Order No. 2018-033 consideration.  39 Lead Removal: Pipe hongers  5A \$1,15 Cost Responsibleness Basis: RSMeans 02 83 19.26 440, 1.8 Factor applied to labor acost for				\$11,29 Cost Reasonableness Basis: RSMeans 02 83 19.26
29 Lead Removal: Doors, one side, flush  30 Lead Removal: Door frim, one side  11 Sys.65 Cost Reasonableness Basis: RSMeans 02 83 19.26  280. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  281 Lead Removal: Fence, picket, one side  392 Lead Removal: Fence, picket, one side  393 Lead Removal: Fence, picket, one side  394 Lead Removal: Grillers, one side  395 Sp. 202 Cost Reasonableness Basis: RSMeans 02 83 19.26  390. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  395 Lead Removal: Handrais  195 Sp. 202 Cost Reasonableness Basis: RSMeans 02 83 19.26  390. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  396 Lead Removal: Handrais  196 Sp. 202 Cost Reasonableness Basis: RSMeans 02 83 19.26  397 Lead Removal: Pipes, to 4" diameter  197 Sp. 202 Prost Reasonableness Basis: RSMeans 02 83 19.26  398 Lead Removal: Pipes, to 8" diameter  197 Sp. 202 Reasonableness Basis: RSMeans 02 83 19.26  400. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  397 Lead Removal: Pipes, to 8" diameter  198 Lead Removal: Pipes, to 12" diameter  199 Sp. 200 Reasonableness Basis: RSMeans 02 83 19.26  4400. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  398 Lead Removal: Pipes, to 12" diameter  199 Lead Removal: Pipes, to 12" diameter  199 Lead Removal: Pipes, to 16" diameter  199 Lead Removal: Pipes, to 16" diameter  190 Sp. 200 Reasonableness Basis: RSMeans 02 83 19.26  4400. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  399 Lead Removal: Pipes, to 16" diameter  190 Sp. 200 Reasonableness Basis: RSMeans 02 83 19.26  4400. 1.8 Factor applied to labor cost for Executive Oxfort No. 2018-033 consideration.  400 Lead Removal: Pipe hongers  401 Removal: Pipes, to 16" diameter  402 Lead Removal: Pipes, to 16" diameter  403 Lead Removal: Pipes, to 16" diameter  404 Lead Removal: Pipes, to 16" diameter  405 Removal: Pipes, to 16" diameter				1600, 1,8 Factor applied to labor cost for
2800. 1.8 Factor applied to labor cost for Seculive Order No. 2018-033 consideration.  30 Lead Removat: Door frim, one side  UF \$7.65 Cost Reasonableness Basis: RSMeans 02 83 19.26 Seculive Order No. 2018-033 consideration.  31 Lead Removat: Fence, picket, one side  SF \$20.24 Cost Reasonableness Basis: RSMeans 28 319.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  32 Lead Removat: Grilles, one side  SF \$20.24 Cost Reasonableness Basis: RSMeans 28 319.26 320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  33 Lead Removat: Handrais  UF \$7.90 Cost Reasonableness Basis: RSMeans 20 83 19.26 320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  34 Lead Removat: Pipes, to 4" diameter  UF \$3.86 Cost Reasonableness Basis: RSMeans 20 83 19.26 320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  35 Lead Removat: Pipes, to 8" diameter  UF \$3.86 Cost Reasonableness Basis: RSMeans 20 83 19.26 440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  35 Lead Removat: Pipes, to 12" diameter  UF \$3.64 Cost Reasonableness Basis: RSMeans 20 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  36 Lead Removat: Pipes, to 12" diameter  UF \$3.85 Cost Reasonableness Basis: RSMeans 20 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  37 Lead Removat: Pipes, to 16" diameter  UF \$3.85 Cost Reasonableness Basis: RSMeans 20 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removat: Pipes, to 16" diameter  UF \$3.85 Cost Reasonableness Basis: RSMeans 20 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removat: Pipe hanges  EA \$17.10 Cost Reasonableness Basis: RSMeans 20 83 19.26 440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  40 Lead				Executive Order No. 2018-033 consideration.
Security Cycler No. 2018-033 consideration.	29	Lead Removal: Doors, one side, flush	SF	
Special Removatic Door Irlim, one side   Life   Sp.65 Cost Reasonobleness Basis; RSMeans 02 83 19.26				
280, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  31 Lead Removat: Fence, picket, one side  SF \$20,24 Cost Reasonableness Basis: RSMeans 02 83 19,26 300, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  32 Lead Removat: Gilles, one side  SF \$20,27 Cost Reasonableness Basis: RSMeans 02 83 19,26 320, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  33 Lead Removat: Handrais  LF \$7,90 Cost Reasonableness Basis: RSMeans 02 83 19,26 340, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  34 Lead Removat: Pipes, to 4" diameter  LF \$38,80 Cost Reasonableness Basis: RSMeans 02 83 19,26 440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  35 Lead Removat: Pipes, to 12" diameter  LF \$16,46 Cost Reasonableness Basis: RSMeans 02 83 19,26 440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  36 Lead Removat: Pipes, to 12" diameter  LF \$1,46 Cost Reasonableness Basis: RSMeans 02 83 19,26 440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  37 Lead Removat: Pipes, to 12" diameter  LF \$38,50 Cost Reasonableness Basis: RSMeans 02 83 19,26 440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removat: Pipe hangers  EA \$17,15 Cost Reasonableness Basis: RSMeans 02 83 19,26 450, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removat: Vindows, one side, 30°x30°, includes frame and frim items  EA \$17,16 Cost Reasonableness Basis: RSMeans 02 83 19,26 450, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  40 Lead Removat: Windows, one side, 30°x30°, includes frame and frim items  EA \$17,16 Cost Reasonableness Basis: RSMeans 02 83 19,26 450, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  41 Lead Removat: Windows, one side, 30°x30°, includes frame and frim it				Executive Order No. 2018-033 consideration.
Eseculive Order No. 2018-033 consideration.	30	Lead Removal: Door trlm, one side	LF	
Security Code No. 2018-033 consideration				2880. 1.8 Factor applied to labor cost for
300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  32 Lead Removal: Grilles, one side  35 S20.27 Cost Reasonableness Basts: RSMeans 02 83 19.26 20.1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  36 Lead Removal: Handraits  37.90 Cost Reasonableness Basts: RSMeans 02 83 19.26 23.0.1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  36 Lead Removal: Pipes, to 4" diameter  37.80 Cost Reasonableness Basts: RSMeans 02 83 19.26 44.00.1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removal: Pipes, to 12" diameter  39 Lead Removal: Pipes, to 12" diameter  40 Lead Removal: Pipes, to 12" diameter  41 Lead Removal: Pipes, to 16" diameter  42 Lead Removal: Pipe hongers  43 Lead Removal: Pipe hongers  44 Lead Removal: Pipe hongers  45 Lead Removal: Pipe hongers  46 Lead Removal: Pipe hongers  47 Lead Removal: Pipe hongers  48 Lead Removal: Pipe hongers  49 Lead Removal: Pipe hongers  40 Lead Removal: Pipe hongers  41 Lead Removal: Pipe hongers  44 Lead Removal: Pipe hongers  45 Lead Removal: Pipe hongers  46 Lead Removal: Windows, one side, 24"X48", Includes frame and Irim Items  47 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  48 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  49 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  40 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  41 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  44 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  45 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  46 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  47 Asbestos Removal: Windows, one side, 34"X80", Includes frame and Irim Items  48 Lead Removal: Windows, one side, 34"X7", Includes frame and Irim Items  49 Lead Removal: Windows, one side, 34"X7", Includes frame and Ir				Executive Order No. 2018-033 consideration.
Esculive Order No. 2018-033 consideration.  2 Lead Removal: Grilles, one side  SF \$20,27 Cost Reaconoblemes Basits RSMoors 02 83 19,26 3200, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  24 Lead Removal: Pipes, lo 4"diameter  LF \$7,90 Cost Reaconoblemes Rasits RSMoors 02 83 19,26 400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  25 Lead Removal: Pipes, lo 8"diameter  LF \$18,86 Cost Reaconoblemes Basits RSMoors 02 83 19,26 400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  26 Lead Removal: Pipes, lo 12"diameter  LF \$16,86 Cost Reaconoblemes Basits RSMoors 02 83 19,26 4400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  27 Lead Removal: Pipes, lo 12"diameter  LF \$15,46 Cost Reaconoblemes Basits RSMoors 02 83 19,26 4400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  28 Lead Removal: Pipes, lo 16"diameter  LF \$38,50 Cost Reaconoblemes Basits RSMoors 02 83 19,26 4400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  29 Lead Removal: Pipe hongers  EA \$17,15 Cost Reaconoblemes Basits RSMoors 02 83 19,26 4400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  29 Lead Removal: Siding  SF \$12,70 Cost Reaconoblemes Basits RSMoors 02 83 19,26 400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  20 Lead Removal: Windows, one side, 24"x48", Includes frame and Irim Illems  EA \$17,15 Cost Reaconoblemes Basits RSMoors 02 83 19,26 400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  20 Lead Removal: Windows, one side, 30"x77, Includes frame and Irim Illems  EA \$17,15 Cost Reaconoblemes Basits RSMoors 02 83 19,26 400, 1,8 Factor applied to labor cost for Esculive Order No. 2018-033 consideration.  21 Lead Removal: Windows, one side, 30"x77, Includes frame and Irim Illems  EA \$227,34 Cost Reasonoblemes Basits RSMoors 02 83 19,26 400	31	Lead Removal; Fence, picket, one side	SĘ	
32 Lead Removal: Grilles, one side  SF \$202.7 Cost Reasonobleness Basts: RSMeans 02 83 19:26 3200. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  34 Lead Removal: Pipes, to 4" diameter  LF \$3.86 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4400. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  35 Lead Removal: Pipes, to 8" diameter  LF \$3.86 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4400. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  36 Lead Removal: Pipes, to 12" diameter  LF \$16.46 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4400. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  36 Lead Removal: Pipes, to 12" diameter  LF \$25.50 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4400. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  37 Lead Removal: Pipes, to 16" diameter  LF \$38.52 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4400. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  38 Lead Removal: Pipe hangers  EA \$17.15 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4500. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  39 Lead Removal: Pipe hangers  EA \$17.15 Cost Reasonobleness Basts: RSMeans 02 83 19:26 4800. 1.8 Factor applied to labor cost for Exacutive Order No. 2018-033 consideration.  40 Lead Removal: Windows, one side, 24"x48", LA \$100-000 pipe of the pi				3000. 1.8 Factor applied to labor cost for
3200, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  33 Lead Removal: Handralis  34 Lead Removal: Pipes, to 4" diameter  35 Lead Removal: Pipes, to 4" diameter  46 Lead Removal: Pipes, to 8" diameter  47 Lead Removal: Pipes, to 8" diameter  48 Lead Removal: Pipes, to 8" diameter  49 Lead Removal: Pipes, to 8" diameter  40 Lead Removal: Pipes, to 12" diameter  41 Lead Removal: Pipes, to 12" diameter  42 Lead Removal: Pipes, to 12" diameter  43 Lead Removal: Pipes, to 12" diameter  44 Lead Removal: Pipes, to 12" diameter  45 Lead Removal: Pipes, to 12" diameter  46 Lead Removal: Pipes, to 16" diameter  47 Lead Removal: Pipes, to 16" diameter  48 Lead Removal: Pipes, to 16" diameter  49 Lead Removal: Pipes, to 16" diameter  40 Lead Removal: Pipe Inongers  40 Lead Removal: Pipe Inongers  41 Lead Removal: Pipe Inongers  42 Lead Removal: Trusses  43 St. 12.5 Cost Reasonableness Basis: RSMeans 02 83 19.26 4500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  44 Lead Removal: Trusses  55 St. 2.6 Cast Reasonableness Basis: RSMeans 02 83 19.26 4500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  45 Lead Removal: Windows, one side, 24"x48", p. 18 Cost Reasonableness Basis: RSMeans 02 83 19.26 4500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  46 Lead Removal: Windows, one side, 24"x48", p. 18 Cost Reasonableness Basis: RSMeans 02 83 19.26 6200, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  47 Lead Removal: Windows, one side, 30"x60", p. 24"x48", p.		· · ·		Executive Order No. 2018-033 consideration.
Executive Order No. 2018-033 consideration.  33 Lead Removal: Handrais  LF \$7.90 Cost Reasonableness Basis: RSMeans 02 83 19.26 32.0.1.8 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 4400.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  36 Lead Removal: Pipes, to 12"diameter  LF \$16.46 Cost Reasonableness Basis: RSMeans 02 83 19.26 4400.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  37 Lead Removal: Pipes, to 16"diameter  LF \$38.52 Cost Reasonableness Basis: RSMeans 02 83 19.26 4400.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removal: Pipe hongers  EA \$17.15 Cost Reasonableness Basis: RSMeans 02 83 19.26 4400.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removal: Pipe hongers  EA \$17.15 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 \$17.70 Cost Reasonableness Basis: RSMeans 02 83 19.26 4800.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  41 Lead Removal: Windows, one side, 24"x48", EA \$171.23 Cost Reasonableness Basis: RSMeans 02 83 19.26 4800.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  42 Lead Removal: Windows, one side, 36"x77", EA \$27.34 Cost Reasonableness Basis: RSMeans 02 83 19.26 4200.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  43 Lead Removal: Windows, one side, 40"x80", EA \$27.34 Cost Reasonableness Basis: RSMeans 02 83 19.26 4200.1.8 factor applied to labor cost for Executive Order No. 2018-033 consideration.  44 Lead Re	32	Lead Removal: Grilles, one side	\$F	
33 Lead Removal: Handrais  44 Lead Removal: Pipes, to 4" diameter  45 Lead Removal: Pipes, to 4" diameter  46 Lead Removal: Pipes, to 4" diameter  47 Lead Removal: Pipes, to 8" diameter  48 Lead Removal: Pipes, to 8" diameter  49 Lead Removal: Pipes, to 12" diameter  40 Lead Removal: Pipes, to 12" diameter  40 Lead Removal: Pipes, to 12" diameter  41 Lead Removal: Pipes, to 12" diameter  42 Lead Removal: Pipes, to 16" diameter  43 Lead Removal: Pipes, to 16" diameter  44 Lead Removal: Pipes, to 16" diameter  45 Sas. 52 Cost Reasonobleness Basis: RSMeans 02 83 19.26 4400. L8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  46 Lead Removal: Pipes, to 16" diameter  47 Lead Removal: Pipes, to 16" diameter  48 Lead Removal: Pipe hongers  49 Lead Removal: Pipe hongers  40 Lead Removal: Pipe hongers  40 Lead Removal: Trusses  41 Lead Removal: Trusses  42 Lead Removal: Windows, one side, 24"x48", Includes frame and trim litems  43 Lead Removal: Windows, one side, 24"x48", Includes frame and trim litems  44 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  45 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  46 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  47 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  48 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  49 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  40 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  41 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  42 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  44 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  45 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  46 Lead Removal: Windows, one side, 30"x50", Includes frame and trim litems  47 Asbestos Removal: Windows, one side, 30"x50", Includes frame and trim litems  4				
S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.   S2AB. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.				Executive Order No. 2018-053 Consideration.
Executive Order No. 2018-033 consideration.  34 Lead Removal: Pipes, to 4" diameter  15 S8.86 Cost Reaconobleness Basts: 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 12" diameter  16 S23.50 Cost Reaconobleness Basts: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  37 Lead Removal: Pipes, to 12" diameter  17 S38.82 Cost Reaconobleness Basts: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removal: Pipes, to 16" diameter  18 S38.82 Cost Reaconobleness Basts: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removal: Pipe hangers  20 Each Removal: Pipe hangers  21 Lead Removal: Pipe hangers  22 F3.88 Cost Reaconobleness Basts: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removal: Siding  39 Lead Removal: Siding  39 F3.88 Cost Reaconobleness Basts: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  40 Lead Removal: Trusses  41 Lead Removal: Windows, one side, 24"x48", Includes frame and Irim Items  42 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  43 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  44 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  45 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  46 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  47 Asbestos Removal: Hand scraping and HEPA vacuum  48 Lead Removal: Hand scraping and HEPA vacuum  49 Lead Removal: Hand scraping and HEPA vacuum  40 Lead Removal: Hand scraping and HEPA vacuum  41 Lead Removal: Hand scraping and HEPA vacuum  42 Lead Removal: Hand scraping and HEPA vacuum  43 Lead Removal: Hand scraping and HEPA vacuum  44 Lea	33	Lead Removal: Handrails	LF	
Seed Removal: Pipes, to 4" diameter   LF   S8.86 Cost Reasonableness Basts: RSMeans 02 83 19.26				
### A400. 1.8 Factor applied to labor cost for Executive Order Na. 2018-033 consideration.  ### State of Removal: Pipes, to 8' diameter  ### Lead Removal: Pipes, to 12' diameter  ### State of Removal: Pipes, to 16' diameter  ### State of Removal: State of Removal: State of Removal: State of Removal:		d mil a d dib il a d		
Executive Order No. 2018-033 consideration.  35 Lead Removal: Pipes, to 8" diameter  LF \$16.46 Cast Reasonableness Bosts: RSMeans 02 83 19.26 420. 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 Bosts: RSMeans 02 83 19.26 440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  37 Lead Removal: Pipes, to 16" diameter  LF \$38.52 Cost Reasonableness Bosts: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  38 Lead Removal: Pipe hongers  EA \$17.15 Cost Reasonableness Bosts: RSMeans 02 83 19.26 450. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  39 Lead Removal: Siding  SF \$7.88 Cost Reasonableness Bosts: RSMeans 02 83 19.26 450. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  40 Lead Removal: Trusses  SF \$12.70 Cost Reasonableness Bosts: RSMeans 02 83 19.26 450. 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 Irim Items  42 Lead Removal: Windows, one side, 30"x60", Includes frame and Irim Items  43 Lead Removal: Windows, one side, 30"x72", Includes frame and Irim Items  44 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  45 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  46 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  47 Asbestos Removal: Windows, one side, 36"x72", Includes frame and Irim Items  48 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  49 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  SF \$7.88 Cost Reasonableness Bosts: RSMeans 02 83 19.26 420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  49 Lead Removal: Windows, one side, 36"x72", Includes frame and Irim Items  SF \$7.50 Cost Reasonablene	34	Lead Removal: Pipes, to 4" diameter	L.	
Standard Removal: Pipes, to 8" diameter   LF   \$16.46 Cast Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.				
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### 1440, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 158-62 Cost Reasonableness Basis: RSMeans 02 83 19.26   ### 4460, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 159-24   ### 2500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  ### 1500, 1.8 Factor applied to labor cos	-2/	Load Domouble Blook to 10% diamotor	15	
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42 Lead Removal: Windows, one side, 30"x60", Includes frame and trim items  43 Lead Removal: Windows, one side, 36"x72", Includes frame and trim items  44 Lead Removal: Windows, one side, 36"x72", Includes frame and trim items  45 Lead Removal: Windows, one side, 40"x80", Includes frame and trim items  46 Lead Removal: Windows, one side, 40"x80", Includes frame and trim items  47 Lead Removal: Hand scraping and HEPA vacuum  48 Lead Removal: Collect and bag bulk material  49 Lead Removal: Collect and bag bulk material  40 Lead Removal: Collect and bag bulk material  40 Lead Removal: Metal Beams  41 Lead Removal: Metal Beams  42 Lead Removal: Metal Beams  43 Lead Removal: Metal Beams  44 Lead Removal: Collect and bag bulk material  45 Lead Removal: Collect and bag bulk material  46 Asbestos Removal: Metal Beams  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  48 Asbestos Removal: Duct or AHU Insulation  49 Septiments and trim items  50 Septiments Basis: RSMeans 02 83 19.26 (240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  54 Septiments Basis: RSMeans 02 83 19.26 (280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  55 Septiments Basis: RSMeans 02 82 13.43 (140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  56 Septiments Basis: RSMeans 02 82 13.43 (190. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  57 Septiments Basis: RSMeans 02 82 13.43 (190. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  58 Septiments Basis: RSMeans 02 82 13.43 (190. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  59 Septiments Basis: RSMeans 02 82 13.43 (190. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.		Includes frame and frim Items		6200. 1.8 Factor applied to labor cast for
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43 Lead Removal: Windows, one side, 36"x72", EA includes frame and trim litems  44 Lead Removal: Windows, one side, 40"x80", includes frame and trim litems  45 Lead Removal: Hand scraping and HEPA vacuum  46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Metal Beams  49 Lead Removal: Mindows, one side, 40"x80", includes frame and trim litems  40 Lead Removal: Hand scraping and HEPA vacuum  40 Lead Removal: Collect and bag bulk material  41 Asbestos Removal: Metal Beams  42 Asbestos Removal: Metal Beams  43 Lead Removal: Metal Beams  44 Asbestos Removal: Metal Beams  45 Lead Removal: Metal Beams  46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  48 Asbestos Removal: Duct or AHU Insulation  49 Asbestos Removal: Duct or AHU Insulation  40 Cost Reasonableness Basis: RSMeans 02 82 13.43 o400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  48 Asbestos Removal: Duct or AHU Insulation  55 Sé.96 Cost Reasonableness Basis: RSMeans 02 82 13.43 o400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.		Includes frame and frim items		6220. 1.8 Factor applied to labor cost for
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Executive Order No. 2018-033 consideration.  44 Lead Removal: Windows, one side, 40"x80", includes frame and trim litems  45 Lead Removal: Hand scraping and HEPA vacuum  46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  Executive Order No. 2018-033 consideration.	43		EA	
44 Lead Removal: Windows, one side, 40"x80", includes frame and trim litems  45 Lead Removal: Hand scraping and HEPA vacuum  46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  48 Asbestos Removal: Duct or AHU Insulation  49 Lead Removal: Windows, one side, 40"x80", 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.  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  48 Asbestos Removal: Duct or AHU Insulation  49 Septimental Sep		includes frame and Irim Items		6240, 1.8 Factor applied to labor cost for
includes frame and frim items  6280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.  45 Lead Removal: Hand scraping and HEPA vacuum  55 \$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 and the material Secutive Order No. 2018-033 consideration.  47 Asbestos Removal: Metal Beams  54 Lead Removal: Metal Beams  55 \$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.  56 Secutive Order No. 2018-033 consideration.  57 Secutive Order No. 2018-033 consideration.  58 Secutive Order No. 2018-033 consideration.  59 Secutive Order No. 2018-033 consideration.  69 Odol. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.				
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Executive Order No. 2018-033 consideration.  46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  Executive Order No. 2018-033 consideration.  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.	45	Lead Removal: Hand scraping and HEPA	SF	
46 Lead Removal: Collect and bag bulk material  47 Asbestos Removal: Metal Beams  48 Asbestos Removal: Duct or AHU Insulation  49 Asbestos Removal: Duct or AHU Insulation  40 Asbestos Removal: Duct or AHU Insulation  41 Asbestos Removal: Duct or AHU Insulation  42 Asbestos Removal: Duct or AHU Insulation  43 Asbestos Removal: Duct or AHU Insulation  44 Asbestos Removal: Duct or AHU Insulation  45 Asbestos Removal: Duct or AHU Insulation  46 Asbestos Removal: Duct or AHU Insulation  47 Asbestos Removal: Duct or AHU Insulation  48 Asbestos Removal: Duct or AHU Insulation		vacuum		
material  8000. 1.8 Factor opplied to labor cost for Executive Order No. 2018-033 consideration.  47 Asbestos Removal: Metal Bearns  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.
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	46		CF	
47 Asbestos Removal: Metal Bearns  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		malerial		
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  0400, 1.8 Factor applied to labor cost for				
48 Asbestos Removal: Duct or AHU Insulation SF S6.96 Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for	47	Asbestos Removal; Metal Beams	LF	
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				
0400, 1.8 Factor applied to labor cost for		·		
	48	Asbestos Removal: Duct or AHU Insulation	SF	
Executive Order No. 2018-033 consideration.				
				Executive Order No. 2018-033 consideration.

Exhibit O-1: Program Unit Price List (Revised for Negoficitions on August 8, 2019).
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Cammunity Development Block Grant for Disaster Recovery
Page 6 / 7

11.43 OUE

ID.	Item Description	Units	Unii Cost Notes
	Asbestos Removal: Pipe Insulation, air cell	LF	\$6,80 Cost Reasonableness Basis: RSMeans 02 82 13.43
	type, up to 4" diameter pipe		0600. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
50	Asbestos Remoyal: Pipe Insulation, air cell	LF	\$7.64 Cost Reasonableness Basis: RSMeans 02 82 13.43
	type, 4" to 8" diameter pipe		0610. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, alr cell	LF	\$8.74 Cost Reasonableness Basls: RSMeans 02 82 13.43
	type, 10" to 12" diameter pipe		0620. 1.8 Factor opplied to labor cost for
	7,7-1		Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell	LF	\$11.15 Cost Reasonableness Basis: RSMeans 02 82 13.43
	type, 14" to 16" diameter pipe		0630, 1.8 Factor applied to labor cost for
	7,6-7,11,10,10,10,10,10,10,10,10,10,10,10,10,		Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell	SF	\$9.41 Cost Reasonableness Basis: RSMeans 02 82 13.43
-	lype, over 16" diameter pipe		0650, 1.8 Factor applied to labor cost for
	Type, etal te elameter pipe		Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe filling insulation up to	EΑ	\$19.13 Cost Reasonableness Basis: RSMeans 02 82 13.43
•	4" diameter pipe		1000. 1.8 Factor applied to labor cost for
	4 diditional pipo		Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe filting Insulation, 6" to	ĒΑ	\$20,14 Cost Reasonableness Basis; RSMeans 02 82 13.43
35	8" diameter pipe	L/\	1100. 1.8 Factor applied to labor cost for
	a digitalei hiba		Executive Order No. 2018-033 consideration.
EZ	Asbestos Removat: Pipe filling insulation, 10°	EA	\$31,88 Cost Reasonableness Basis; RSMeans 02 82 13.43
90	to 12' diameter pipe	LA	1110. 1.8 Factor opplied to labor cost for
	to 12 diditions pipe		Executive Order No. 2018-033 consideration.
C7	Asharias Dansayah Dina Billing Ingulation 14"	EA	\$47.44 Cost Reasonableness Basis: RSMeans 02 82 13.43
57	Asbestos Removal: Pipe fitting insulation, 14"	EA	1120. 1.8 Factor applied to labor cost for
	to 16" diameter pipe		
		05	Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe filling insulation, over	SF	\$34.95 Cost Reasonableness Basis: RSMeans 02 82 13.43
	16" dlameter pipe		1130. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape loam firepraafing	SF	\$2,55 Cost Reasonableness Basis: RSMeans 02 82 13.43
	from flat surfance		2000. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
40	Asbestos Removal: Scrape foam fireproofing	SF	\$5.09 Cost Reasonableness Basis; RSMeans 02 82 13.4
	from irregular surfance		2100. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cemetiliaus	SF	\$3.40 Cost Reasonableness Basis: RSMeans 02 82 13.43
	materials from flat surface		3000. 1.8 Factor applied to labor cost for
			Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cemetifious	SF	\$6,05 Cast Reasonableness Basis: RSMeans 02 82 13.43
	materials from irregular surface		3100. 1.8 Factor applied to labor cost for
			Executive Order Na. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical	<b>S</b> F	\$1.91 Cost Reasonableness Basis: RSMeans 02 82 13.45
	coaling/fireproofing, from ceiling		4000. 1.8 Factor applied to lobor cost for
			Executive Order Na. 2018-033 consideration.
64	Asbeslos Removal: Remove VAT and mastic	SF	\$2,55 Cost Reasonableness Basis: RSMeans 02 82 13.45
••	from floor by hand, one layer	•	5000, 1.8 Factor applied to Tabor cost for
	non noor by mand, one to you		Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mostic	SF	S1.28 Cost Regsonableness Basis; RSMeans 02 82 13.43
-55	from floor by machine, one layer	٠.	5100, 1.8 Factor applied to labor cost for
	non-noor of mooning one toyor		Executive Order No. 2018-033 consideration.
44	Asbesios Removal: Remove VAT and mastic	SF.	\$3.82 Cost Reasonableness Basis: R\$Means 02 82 13.4:
00		-31°	5150, 1.8 Factor applied to labor cost for
	fram floor by hand, two layer		Executive Order No. 2018-033 consideration.
7=	Asbestas Removal: Remove VAT and maslic	SF	\$1.91 Cost Reosonableness Basis: RSMeans 02 82 13.4
6/		21	
	from floor by machine, two layer		5150, 1.8 Factor opplied to tabor cost for
			Executive Order No. 2018-033 consideration.
88	Asbestas Removal: Remove contaminated	CF	\$15,31 Cost Reasonableness Basis: RSMeans 02 82 13.4
	soil from crawl space		6000, 1.8 Factor applied to labor cost for
	·		Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite	ŞF	\$1.67 Cost Reasanableness Bosis: RSMeans 02 82 13.4
	أحجمنا المنتجا المنتجم اممير		8000. 1.8 Factor applied to labor cost for
	board and cement wall boord		Executive Order No. 2018-033 consideration.

Exhibit O-1: Program Unit Price List (Revised for Negotlations on August 8, 2019) Request for Proposals No. CDBG-DR-RFP-2018-09

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

| Page 7 / 7

or I				
	Program Unit Price List (Revised for Negotial Proposals No. CDBG-DR-RFP-2018-09	lons or	August 8, 2019)	MARE
71	Repair, Reconstruction, or Relocation Prog	ram C	onstruction Managers	
lv)	Development Block Grant for Disaster Reco	very	<u></u>	A
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				- Tout
	Item Description	Units	Unit Cost Notes	_ //
70	Asbestos Removal: Shingle rooling	ŞF	\$1.58 Cost Reasonableness Basis: RSMeans 02 82 13.43	
	<u> </u>		8200. 1.8 Factor applied to labor cost for	
			Executive Order Na. 2018-033 consideration.	-
71	Asbestos Removal: Single roofing, built-up, no	SF	\$1.99 Cost Reasonableness Basis: RSMeans 02 82 13.43	
	gravel, non-irlable		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 miliboard, fiat	SF	\$1.58 Cost Reasonableness Basis: RSMeans 02 82 13.43	
	board, and VAT contaminated plywood		8300. 1.8 Factor applied to labor cost for	
			Executive Order No. 2018-033 consideration.	-
74	Roof: Waterproofing, built-up membrane,	SF	\$4.29 Cost Reasonableness Basis: RSMeans 07 51 13.20	
	asphaltic, 10-year warranty. 4 plies #15		0500, 1.8 Factor applied to labor cost for	
	asphall felt.		Executive Order No. 2018-033 consideration. \$4.99 Cost Reasonableness Basis: RSMeans 07 51 13.20	-
75	Roof: Walerproofing, built-up membrane,	SF		
	coal tar, 10-year warraniy. 4 plies #15		4600, 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.	
	organic felt.	SF	\$2.65 Cost Reasonableness Basis: RSMeons 07 53 23.20	-
/0	Roof: Waterproofing, elastomeric membrane,	24		
	10-year warranty, 45 mil fully adhered with		3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.	
77	adhesive.  Roof: Waterproofing, fluid-applied	SF	S2.06 Cost Reasonableness Basis: RSMeans 07 56 10.10	-
"	membrane, 10-year warranty. Actylic, 2	3F	0035. i.8 Factor applied to labor cost for	
	coals.		Executive Order No. 2018-033 consideration.	
7A	Raof: Walerproofing, modified biluminous	SF	\$4.15 Cost Reasonableness Basks: R\$Means 07 52 16.10	•
	membrane, 10-year warranty, Mod. bil. ring.,	٧.	0650, 1.8 Factor applied to labor cost for	
	SBS mod, gran surf, cap sheet, poly, reint. 120		Executive Order No. 2018-033 consideration.	
	to 160 mls thick			_
79	Roof: Walerproofing, thermoplastic	SF	\$3.18 Cost Reasonableness Basis: RSMeans 07 54 19.10	-
•	membrane, 10-year warranty. Heat welded	-	8850. 1.8 Factor applied to labor cost for	
	seams, reinforced, 48 mils, fully adhered with		Executive Order No. 2018-033 consideration.	
	adhesive.			_
BO	Soli Trealment: 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.	_
31	Soll Treatment: Termite Control Barrier	SF	\$0.98 Reasonable Cosl Basis: RSMeans 2019 31 31 16.13	•
			0020, 1.8 factor applied to labor to consider	
			Minimum Wage Increase.	_

I hereby acknowledge and accept the terms of the Program Unit Price List if awarded a contract for Construction Manager Services of the R3 Program.

545	
Proposer Entity Name	<del></del>
MPTECKY	8/14/2019
Proposer Authorized Representative Signature	Dale

Proposer Authorized Representative Printed Name

**END OF PROGRAM UNIT PRICE LIST** 



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# **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: SLS							
Model Home Proposed;							
☐ Single-Story 2-Bedroom ☐ Single-Story 3-Bedroom ☐ Single-Story 4-Be							
☐ Two-Story 2-Bedroom	·						
2. Model Home Proposed Maximun	Budget:						
ID Cost Calegory		Proposed Cost (1)					
Soft Costs (Not Subject to Max. Construction	on / Hard Costs Budget) (2)(3)	· · · · · · · · · · · · · · · · · · ·					
SC-01 Design and Permitting for Replace	ement Home Construction	\$22,750.00					
\$C-02 Design and Permitting for Storm-	Damaged Home Demolition a	nd Abatement \$3,000.00					
\$C-03 Services During Construction (De	sign Supervision)	\$1,250.00					
\$C-04 Insurance Cost (applicable to soft	and hard cost of Standard Model	Home) \$3,500.00					
\$C-05 Overhead Cost (applicable to all s	oft costs)	\$7,500.00					
SC-06 Profit Cost (applicable to all soft co	its)	\$3,000.00					
Sub-Total Soft Casts (3)		\$41,000.00					
Hard Costs (Subject to Max. Construction	Hard Costs Caps) (Standard A	Model Home) (4)(5)(6)					
HC-01 Replacement Home Construction	n Cost	\$141,850.00					
HC-02 Overhead Cost (applicable to State	dard Model Home's hard costs	\$14,800.00					
HC-03 Profit Cost (applicable to Standard	Model Home's hard costs)	\$27,750.00					
Sub-Total Hard Costs (4)		\$184,400.00					
ADA Compliance Delta (Not Subject to Mo	x. Construction / Hard Costs B	udget)					
ADA-01 Replacement Home ADA Comp	iance Delta Hard Cost	\$1,500.00					
ADA-02 Insurance Cost (applicable to ADA Compliance Delta hard costs) \$250.0							
ADA-03 Overhead Cost (applicable to ADA Compliance Delta hard costs) \$500.0							
ADA-04 Profit Cost (applicable to ADA Com	pliance Delta hard costs)	\$250.00					
Sub-Total ADA Compliance Delta Costs		\$2,500.00					
Total Proposed Cost (Soft + Hard) for Si	andard Model Home (7)(19)	\$225,400.00					
Total Proposed Cost (Soft + Hard + AD/	a) for ADA Compliant Home	(8)(9) \$227,900.00					

Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

L. Page 2 of 2

#### Notes on Cost Form:

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

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 (1) the design and permitting for the Replacement Home considering any work necessary to gatapt the model home to assigned tops: (11) the design and permitting for the demotion and abatement of the storm-damaged home; (11) the cost of any instrance related to the works; and (17) the operational costs related to the design and permitting work; (17) profit cost associated to the design and permitting work; (17) profit cost associated to the design and permitting work; (18) profit cost associated to the design and permitting work; (18) profit cost of the design and permitting work; (18) profit cost of the design and permitting work; (18) profit cost of the demotion and abatement of the storm-Damaged Home and the construction of the Replacement (18).

(4) Refers to the casts for the development of the Model Home which is subject to the maximum construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$140,000 for single-story 3-bedroom Replacement Homes; \$140,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two story 2-bedroom Replacement Homes; \$185,000 for two story 3-bedroom Replacement Homes; \$185,000 for story 3-bedroom Replacement Homes; \$185,000 for two story 3-bedroom Replacements of the score of of two scores of the score of t

construction of the Replacement Home; and (xt), cost of other related adMilles, not excluded from the indid to construction of the Replacement Home; and (xt), cost of other related adMilles, not excluded from the indid to construction does not apply the program unit property the Replacement Home; facility in the Replacement in the Replacement Home; facility in the Replacement in the Replacement Home; facility in the Replacement Home; in the

included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/14/2017 Date

MATTHEW R. TINDALL

Proposer's Authorized Representative Printed Name



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# **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 Negoliations on August 8, 2019)

Name	of Proposer:	SLS				
1. Ma	odel Home Prop ] Single-Story 2- ] Two-Story 2-Be	Bedroom	☑ Single-Story 3-Bedroom ☐ Two-Story 3-Bedroom	☐ Single-Story 4-Bedroom ☐ Two-Story 4-Bedroom		
2. Mc	del Home Prop	osed Maxin	num Budget:			
ID	Cost Category			Proposed Cost (1)		
Soft Cos	ls (Not Subject to	Max. Constr	uction / Hard Costs Budget) (2)(3)			
\$C-01	Design and Per	mitting for Re	placement Home Construction	\$22,500,00		
\$C-02	Design and Per	mitting for Sto	rm-Damoged Home Demolition ar	nd Abatement \$3,000.00		
SC-03	Services During	Construction	(Design Supervision)	\$1,250.00		
SC-04	Insurance Cost	(applicable to	soft and hard cost of Standard Model I	fome) \$3,500.00		
\$C-05	Overhead Cost	(applicable lo	all soft costs)	\$7,500.00		
\$C-06	Profit Cost (appl	icable to all so	it costs)	\$3,000.00		
Sub-Toto	ıl Soft Costs (3)			\$40,750.00		
Hard Co	sts (Subject to M	ax. Construct	lon / Hard Costs Caps) (Standard A	lodel Home) <sup>(4X5X4)</sup>		
HC-01	Replacement H	lome Constru	ction Cost	\$130,250,00		
HC-02	Overhead Cost	(applicable la	Standard Model Home's hard costs)	\$13,600,00		
HC-03	Profil Cost (appl	icable to Stand	lard Model Home's hard costs)	\$25,500.00		
Sub-Toto	ıl Hard Costs (4)			\$169,350.00		
ADA Co	mpliance Delta (	Not Subject t	Max. Construction / Hard Costs B	udgel)		
ADA-01	Replacement H	lome ADA Co	ompliance Delta Hard Cost	\$1,500.00		
ADA-02	ADA-02 Insurance Cost (applicable to ADA Compliance Delto hard costs) \$250.00					
ADA-03 Overhead Cost (applicable to ADA Compliance Delta hard costs) \$500.00						
ADA-04	Profit Cost (appl	icable to ADA	Compliance Delta hard costs)	\$250,00		
Sub-Toto	i ADA Compilan	ce Delta Cos	s	\$2,500,00		
Total Pr	oposed Cost (\$	oft + Hard) f	or Standard Model Home (7X9)	\$210,100.00		
Total Pro	oposed Cost (S	oft + Hard +	ADA) for ADA Compliant Home	(8)(9) \$212,600.00		

Exhibit O-2 – Replacement Home Cost Form (Revised for Negotiations on August 8, 2019). CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

#### Notes on Cost Form:

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

Refers to the to the soft costs for the development of the Model Home not subject to the mountum construction (

(3) Soil Costs include (i) the design and permitting to the Replacement Home considering any work necessary to adopt the model frame to assigned jots; (ii) the design and permitting for the definition and abdisment 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; (vi) profit cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; (vii) profit cost of other activities related to the design and permitting work; (viii) and (viii) cost of other activities related to the design and permitting work of the design and permitting the design and pe

- Home:

  (4) Réleis to the costs for the development of the Model Home which is subject to the maximum construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes: \$180,000 for two-story 2-bedroom Replacement Homes: \$180,000 for two-story 3-bedroom Replacement Homes: \$180,000 for two-story 3-bedroom Replacement Homes: \$185,000 for two-story 4-bedroom Replacement Homes: \$185,000 for two-stor
- construction agas.

  (6) Hard Costs exclude; (1) any earlywork (cut. III, and other related activities) additional to that required directly under the Replacement. Home's too print (Additional earlywork requirements will be compensated to the Construction Managers using the Program Unit Price List); (11) and other related activities) will be compensated to the Construction Managers using the Replacements will be compensated to the Construction Managers using the Regions Unit Price List); (11) aenotifien work requirements will; be compensated to the Construction Managers using the Regions Unit Price List); (11) aenotifien work required at the storm damaged home. (This cost will be compensated to the Construction Managers using the Program Unit Price List); (11) aenotifien work required at the storm damaged home. (This cost will be compensated to the Construction Managers using the Program Unit Price List); (11) any abatement work required at the storm damaged home. (This cost will be compensated to the Construction Managers using the Program Unit Price List); (12) any abatement work required at the Construction Managers using the Program Unit Price List); (12) cost of Municipal Palents and construction (axes (14) failured to the construction of the Replacement Morne draw any demolities and construction (axes (14) failured at the storm admaged propers of the Municipal Price List (13) as a cost work is to be performed); and (vit) cost of the work based on the applicable percentages of the Municipal Will Price List (13) and the Price List (14) and the Price List (14) and the Price List (14) and the Price List (15) and Construction of the Standard Model Home Proposed.

  (8) Refers to the India Proposes for construction of the Standard Model Home Proposed.

  (9) To the Total Proposes for construction of the ADA Compilant) variant of the Model Home!

  (10)

(10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the Items of work included in each Cost Calegory. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

8/14/2019. Date Proposer's Authorized Representative Signature

MATTHEW K. TINDALL

Proposer's Authorized Representative Printed Name



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# **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:	SLS		
1. M	odel Home Prop	need.		
_	Single-Story 2-		Single-Story 3-Bedroom	Single-Story 4-Bedroom
	Two-Story 2-Be		☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
	•		·	I WO-31019 4-Deciloon
2. M	odel Home Prop	osed Max	mum Budget:	Draw and Carl (1)
	Cost Calegory	May Cons	truction / Hard Costs Budget) (2)(3)	Proposed Cost (1)
SC-01			· · · · · · · · · · · · · · · · · · ·	\$22,250.00
\$C-02				
SC-03				. \$1,250.00
SC-04				
\$C-05				\$7,500.00
\$C-06		CODIE TO OH S	Off COSIS)	\$3,000.00
	ol Soft Costs (3)	<b></b>		\$40,500.00
			ction / Hard Costs Caps) (Standard N	
HC-01	Replacement H		<del></del>	\$111,000.00
HC-02	Overhead Cost (opplicable to Standard Model Home's hard costs) \$11,600		\$11,600.00	
HC-03	Profit Cost (applicable to Standard Model Home's hard costs) \$21,7			\$21,750,00
Sub-Tot	al Hard Costs (4)			\$144,350.00
ADA Co	mpliance Delta (	Not Subject	to Max. Construction / Hard Costs Bu	udgel)
ADA-01	Replacement H	ome ADA C	Compliance Delta Hard Cost	\$1,500.00
ADA-02	Insurance Cost	(applicable l	o ADA Compliance Della hard costs)	\$250.00
ADA-03	Overheod Cost	(applicable	o ADA Compliance Delta hord costs)	\$500,00
ADA-04	Profit Cost (appli	coble to AD/	A Compliance Della hard costs)	\$250.00
Sub-Tole	al ADA Compilan	ce Delta Co	sis	\$2,500.00
Total Pr	oposed Cost (Sc	off + Hard)	for Standard Model Home (7)(9)	\$184,850.00
Total Pr	oposed Cost (\$c	off + Hard	- ADA) for ADA Compilant Home	(0)(9) \$187,350.00

# Exhibit O-2 - Replacement Home Cost Form (Revised for Negotlations on August 8, 2019). CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2



#### Notes on Cost Form:

- (1) Refers to the maximum cost that will be pald by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the to the soil costs for the development of the Model Home not subject to the maximum construction.
- (3) Soft Costs cops:

  (3) Soft Costs include (I) the design and permitting for the Replacement Home considering any Work necessary to adapt the model frome to associate losts (II), the design and permitting for the design and permitting for the design and about the design and permitting work (V) the operational costs related to the design and permitting work and (VI) cost of other design and permitting work and (VII) cost of other activities related to the design and permitting work and (VII) cost of other activities related to the design and permitting work and (VII) cost of other activities related to the design and permitting work and (VII) cost of other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting work and other activities related to the design and permitting the design and permitten activities are activities.
- work of the demolition and obalement of the Starm-Damaged Home and the construction of the Repacement Home;

  (4) Refer 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 stigle-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two story 3-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two story 3-bedroom Replacement Homes; \$185,000 for two story 3-bedroom Replacement Homes; and \$205,000 for two story 4-bedroom Replacement Homes; \$180,000 for striple-story 4-bedroom Replacement Homes; \$180,000 for two story 4-bedroom Replacement Homes; \$180,000 for two story 4-bedroom Replacement Homes; \$180,000 for two story 4-bedroom Replacement Homes; \$180,000 for striple-story 4-bedroom Replacement Homes; \$180,000 for story 5-bedroom Ferritary 5-bedr
- construction of the Reptocement Hame; and (xill) cast of other related activities; not excluded from the trad. A construction stable in the Reptocement Hame; and (xill) cast of other related activities; not excluded from the trad. A construction was activities and the program unit price List; (ii) and other related activities; additional to the construction was activities. A construction was activities and the Program unit price List; (ii) and alternative was addeduced by the Program unit price List; (ii) and alternative was a deviced by the Construction was activities. The construction was activities and a construction was activities and a construction was activities and activities. The construction was activities at the stable and the construction was activities and construction was activities and construction and activities and construction to the construction was activities and any denotifies and construction to the work feedured of the construction and the program unit price List; (ii) and abdiented was feedured of the construction and the program unit price List; (iv) cast of was activities and construction to the work based on the applicable to the construction of the Reptocement Home and any demotified activities and construction to the work based on the applicable program. The Reptocement Home and any demotified activities and construction of the work based on the applicable percentages of the Municipality, were work is construction was activities and construction of the work based on the applicable percentages of the Municipality, were work is expected to be produced. The report of construction of the standard Model Home (i.e., not ADA somption) proposed, excluding any specified exceptions to the construction of the ADA compliant variant of the Model Home proposed, excluding any specified proposes for construction of the ADA compliant variant of the Model Home proposed, excluding the selected proposes to construction of the ADA compliant variant of the Model Home proposed. Which has the cost of the AD

- (10) Proposer must affach to this Replacement Home Cost Form a detailed cost breakdown setting forth the Ilems 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.

8/14/2019 Date Proposer's Authorized Representative Signature

MATTHEW R. PINDALL Proposer's Authorized Representative Printed Name





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# 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)

Nam	e of Proposer: SLS		
1. A	Nodel Home Proposed:		
	Single-Story 2-Bedroom	Single-Story 3-Bedroom	Single-Story 4-Bedroom
	Two-Story 2-Bedroom	☐ Two-Story 3-Bedroom	
2. A	lodel Home Proposed Max	·	
ID	Cost Category	mont bodgen	Proposed Cost (1)
Soft C	osts (Not Subject to Max. Cons	ruction / Hard Costs Budget) (2)(3)	
SC-0	Design and Permitting for R	eplacement Home Construction	\$22,750.00
SC-0.	2 Design and Permitting for S	orm-Damaged Home Demolition a	nd Abatement \$3,000.00
SC-0	Services During Constructio	n (Design Supervision)	\$1,250.00
SC-0	Insurance Cost (applicable to	o soft and hard cost of Standard Model	Home) \$3,500.00
SC-0	Overhead Cost (applicable	o ali safi casis)	\$7,500,00
SC-0	Profit Cost (applicable to all s	oft costs)	\$3,000.00
Sub-To	ial Soft Costs (3)		\$41,000.00
Hard C	osts (Subject to Max. Construc	ilon / Hard Costs Caps) (Standard A	Aodel Home) (4)(5)(4)
HC-0	Replacement Home Constr	uction Cost	\$156,750,00
HC-0	2 Overhead Cost (opplicable)	o Standard Model Harne's hard costs)	\$16,400.00
HC-0	Profit Cost (applicable to Star	dard Model Home's hard costs)	\$30,750.00
\$ub-To	al Hard Costs (4)		\$203,900.00
ADA C	ompliance Delta (Not Subject	to Max. Construction / Hard Costs B	udgel)
ADA-0	1 Replacement Home ADA C	ompliance Delta Hard Cost	\$1,500.00
ADA-0	2 Insurance Cost (applicable to	ADA Compliance Della hard costs)	\$250.00
ADA-0	3 Overhead Cost (applicable t	o ADA Compliance Delto hard costs)	\$500.00
ADA-0	4 Profit Cost (applicable to ADA	Compliance Delta hord costs)	\$250.00
\$ub-To	al ADA Compliance Delta Co	iłs	\$2,500.00
Total P	roposed Cost (Soft + Hard)	or Standard Model Home (7)(1)	\$244,900.00
Total P	roposed Cost (Soft + Hard +	ADA) for ADA Compliant Home	(8)(9) \$247,400.00

Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019), CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

### Notes on Cost form:

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

Refets to the to the soft costs for the development of the Model Home not subject to the mountum construction.

hard costs caps

nard costs caps:

Soil Costs include (I) the design and permitting for the Replacement Hame considering any work necessary to adapt the model home to assigned tots; (II) the design and permitting for the demolition and abatement of the stampaged home; (III) the cost of any insurance related to the works; and (IV) the operational costs related to the design and permitting work; (V) profit cost associated to the design and permitting work; (V) profit cost associated to the design and permitting work; (V) profit cost associated to the design and permitting work; (V) profit cost associated to the design and permitting work; and full cost of other activities related to the design and permitting work of the demolition and abatement of the storm barraged from and the construction of the Replacement

- catificities of the development of the North Home which is subject to the activities reported by the development of the North Home which is subject to the materium about the continuency of the Property of the North Home which is subject to the materium about the Continuency of the North Home which is subject to the materium about the Continuency of the North Home which is subject to the materium about the North Home which is subject to the materium about the North Home which is subject to the materium about the North Home which is subject to the development of the North Home which is subject to the development of the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subject enter the North Home in Continuency with all applicable subjects and the North Home in Continuency with all applicable subjects and the North Home in Continuency with all applicable subjects and the North Home in Continuency with all applicable subjects and the North Home in Continuency with the Nort

(10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the Ilems of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format,

Proposer's Authorized Representative Signature

8/14/2013 Date

ME

MATHEW R. TINDALL Proposer's Authorized Representative Printed Name





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# 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:	SLS		
1. Mc	odel Home Prop	oosed:		
	] Single-Story 2-		Single-Story 3-Bedroom	Single-Story 4-Bedroom
Ē	Two-Story 2-B		☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
2 M	odel Home Prop		•	_ ,
ID	Cost Category		nom pooget.	Proposed Cost (1)
Soft Cos			ruction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Per	mitting for Re	eplacement Home Construction	\$22,500.00
\$C-02	Design and Per	mitting for St	orm-Damaged Home Demolition a	nd Abatement \$3,000,00
\$C-03	C-03 Services During Construction (Design Supervision)			\$1,250.00
\$C-04	-04 Insurance Cost (applicable to soft and hard cost of Standard Model Home)			Home) \$3,500.00
\$C-05	\$C-05 Overhead Cost (applicable to all soft costs)			\$7,500.00
SC-06				\$3,000,00
Sub-Tota	al Soff Costs (3)			\$40,750.00
Hard Co	sts (Subject to M	ax. Construc	tion / Hard Costs Caps) (Standard A	Aodel Home) (4X5X4)
HC-01	Replacement I	Iome Consta	uction Cost	\$142,000.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs) \$14,800		\$14,800.00	
HC-03	Profit Cost (applicable to Stondard Model Home's hard costs)		\$27,750.00	
Sub-Toto	al Hard Costs (4)			\$184,550.00
ADA Co	mpliance Delia (	(Not Subject t	o Max. Construction / Hard Costs B	udget)
ADA-01	Replacement l	lome ADA C	ompliance Delta Hard Cost	\$1,500.00
ADA-02	Insurance Cost	(applicable to	ADA Compliance Della hard costs)	\$250.00
ADA-03	Overhead Cost	ł (applicable t	o ADA Compliance Delta hard costsj	\$500.00
ADA-04	Profit Cost (app	licable to ADA	Compliance Delta hard costs)	\$250.00
Sub-Toto	al ADA Compilar	ice Della Co	its	\$2,500.00
Total Pr	oposed Cost (S	oft + Hard) i	for Standard Model Home (7)(9)	\$225,300.00
Total Pr	oposed Cost (S	off + Hard +	ADA) for ADA Compliant Home	\$ (6)(9) \$227,800.00

## Exhibit O-2 - Replacement Home Cost Form (Reylsed for Negotlations on August 8, 2019) CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 of 2

#### Notes on Cost Form:

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

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- Refers to the to the soft costs for the development of the Model Home not subject to the maximum construction.
- (3) Soft Costs include (1) the destant and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (11) the design and permitting for the demolition and abatement of the starm-damaged home; (11) the cost of any insurance related to the works and (iv) the operational costs related to the design and permitting work; (vi) profit costs associated to the design and permitting work and (vii) cost of other aditylites related to the design and permitting work and (viii) cost of other aditylites related to the design and permitting work and (viii) cost of other aditylites related to the design and permitting work and (viii) cost of other aditylites related to the design and permitting work and (viii) cost of other aditylites related to the design and permitting work and (viii) cost of other aditylites related to the design and permitting work and the construction of the Replacement.
- work of the demolition and abatement of the Storm-Damaged Home and the construction of the keptacement forms!

  (4) Retent to the costs for the development of the Madel Home which is subject to the maximum construction / hard costs caps; Construction / hard costs are appred as follows: \$145,000 for single-story 3-bedroom Replacement Homes; \$185,000 for who story 3-bedroom Replacement Homes; \$185,000 for who story 3-bedroom Replacement Homes; \$185,000 for single-story 3-bedroom Replacement Homes; \$185,000 for who story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; \$185,000 for who story 4-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement; Ho
- constitution of the Replacement Home? and (XII) cost of other related activities not excluded from the shard of constitution caps;
  (6) Hard Casts exclude: (i) any earthwals; (au.i.III) and other related activities) additional to that required affectly under the Replacement Hame's toolipint. (Additional earthwals requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any stiewark (solewalls, attreways) landscaping, etc.) in addition to the driveway, walking, and soletoness requirements by the cap; (Additional stewarks require at the compensated to the construction Managers using the Program Unit Price List); (iii) addition stewarts required at the storm admosed frome (this cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement, want required at the Storm agrangers using the Program Unit Price List); (iv) any abatement, want required at the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction thates; ("Arbitude") applicable to the construction of the Replacement Home original and adelerment work required at the Storm damaged property (These costs will be added to the construction wanters and construction that work is a performed); and (vi) cost of Ine work based on the storm adentifies of the Municipality were work is to be performed); and (vi) cost of Ine work based on the work.
  (7) Refers to the total development cost of the stordard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction of the stordard woodel Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction of the stordard woodel Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction of the stordard woodel Home proposed.
  (a) Refers to the total development cost for the stordard woodel Home proposed. It is assigned to the selected Proposes for c

- (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 formal with the Proposal, must be submitted in digital (Excel) format.

MF V- Lad	3/14/2019
Proposer's Authorized Representative Signature	Date
MATTHEN R. TINDALL	

Proposer's Authorized Representative Printed Name



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# 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)

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Name	of Proposer:	SLS		
1. Mo	odel Home Propos	ed:		
_	] Single-Story 2-Be		Single-Story 3-Bedroom	Single-Story 4-Bedroom
_	Two-Story 2-Bedr		☐ Two-Story 3-Bedroom	☐ Two-Story 4-Bedroom
	del Home Propos		num Rudaet	
ID	Cost Category	od maxii	Hom bodger	Proposed Cost (1
Soft Cos	ts (Not Subject to M	cix, Const	ruction / Hard Costs Budget) (2)(3)	
\$C-01	Design and Permit	ting for Re	eplacement Home Construction	\$22,250.00
\$C-02	Design and Permit	ting for St	om-Damaged Home Demolition ar	nd Abatement \$3,000,00
\$C-03	Services During Co	nstruction	(Design Supervision)	\$1,250.00
\$C-04	Insurance Cost (ap	plicable to	soft and hard cost of Standard Model I	Home) \$3,500.00
\$C-05	Overhead Cost (a)	oplicable l	o oil soft costs)	\$7,500.00
\$C-06	Profit Cost (applica	ble to all sa	off costs)	\$3,000,00
Sub-Tota	al Soft Costs (3)			\$40,500.00
Hard Co	sts (Subject to Max.	Construc	tion / Hard Costs Caps) (Standard A	Acdel Home) (4)(5)(4)
HC-01	Replacement Hon	ne Constr	uction Cost	\$123,000.00
HC-02	HC-02 Overhead Cost (applicable to Standard Model Home's hard costs) \$12,800			
HC-03	Profit Cost (opplica	ble to Stan	dard Madel Home's hard costs)	\$24,000.00
Sub-Tota	al Hard Costs (4)			\$159,800.00
ADA Co	mpliance Delta (No	t Subject	o Max. Construction / Hard Costs B	udget)
ADA-01	Replacement Hon	ne ADA C	ompliance Delta Hard Cost	\$1,500.00
ADA-02	Insurance Cost (ap	plicable to	ADA Compliance Delta hard costs)	\$250.00
ADA-03	Overhead Cost (o)	oplicoble k	o ADA Compliance Delta hard costs)	\$500.00
ADA-04	Profit Cost (applica	ble to ADA	Compliance Della hard costs)	\$250.00
Sub-Toto	al ADA Compilance	Delta Cos	its	\$2,500.00
Total Pr	oposed Cost (Soft	+ Hard)	for Standard Model Home (7)(9)	\$200,300.00
Total Pr	oposed Cost (Soft	+ Hard +	ADA) for ADA Compliant Home	(8)(9) \$202,800.00

Exhibit O-2 - Replacement Home Cost Form (Revised for Negotiations on August 8, 2019)

CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

#### Notes on Cost Form:

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

Refers to the sail costs for the development of the Model Home not subject to the maximum construction / hord costs caps.

(3) Soft Casts include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the imposed home to assign and permitting for the demolstant and about ment of the storm-damaged home. (II) the cost of any insurance related to the works and (iv) the operational sosts related to the design and permitting works (v) overnead cost associated to the design and permitting works (v) overnead cost associated to the design and permitting work (vi) profit cost associated to the design and permitting work and (vii) cost of other additions related to the design and permitting work and (viii) cost of other additions related to the design and permitting work and the construction of the Replacement

- essociated to the density and permitting works and (Ni), assisted admitted the contribution of the Replacement of the Stamburmand Home, and the contribution of the Replacement (2016).

  [4] Select to the assist of the development of the Model forme which is ablest to the provincing of the Replacement (2016). Select to the contribution of the Replacement of the Model forme which is ablest to the provincing of the Replacement of the Model forme which is ablest to the provincing of the Replacement (2016) of the Replacement (2016)

(10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Calegory. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/14/2019 ate

MATHEN R. TINDALL

Proposer's Authorized Representative Printed Name



207 Calle del Parque, Ste 5 San Juan, PR 00912 оріся: 713.880.8411 ра: 713.880.2427

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# SLS Clarifications to ADA Accessibility Pricing Included in BAFO Submitted 8/14/2019

As the requirements for providing accommodations for applicants with disabilities can be extensive, SLS is providing clarification as to the standard ADA accessibility modifications our pricing contains. Additionally, we are providing specific items for which our pricing does not include. Please see the lists below for further information.

# Includes ADA accessible:

- 1. Door widths
- 2. Hallway widths
- 3. Door levers
- 4. Location of light switches and outlets
- 5. Turning radii in one bathroom and the kitchen
- 6. Roll under sinks in ADA bathroom and kitchen
- 7. Toilet
- 8. Grab bars in bathroom
- 9. Roll in shower
- 10. Shower wand
- 11. Location/elevation of the electrical panel

# SLS' ADA accessibility pricing does not contain:

- 1. Any exterior or interior elevators/lifts/chair lifts
- 2. Ramps, walkways, guard rails to access the home
- 3. Platforms for exterior lifts
- 4. Dedicated electrical circuits for lifts
- 5. Smoke detectors for hearing impaired applicants

Regards,

Matthew R. Tindall

# ATTACHMENT E

Performance Requirements

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

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

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## Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included Attachment C of the Contract.

# **Practice of Licensed Professions**

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

# Replacement Home Design Submission Performance Timeframes

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

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

Contractor must submit Replacement Home design deliverables as follows:

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

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

Attachment G: Performance Requirements Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 2 / 4

# 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. The date at which the Contractor notifies OGPe or the Autonomous Municipality of the project will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.
- Replacement Home Construction Work: All work under a repair award must be completed by Contractor within one hundred and eighty (180) days. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

# **Liquidated Damages & Penalties**

Contractor performance is subject to the following liquidated damages and penalties:

Liquidated Damages<sup>2</sup>: Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to \$100.00 for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

<sup>&</sup>lt;sup>1</sup> Pursuont to Planning Board Resolution No. JPE-2019-071, Program repair works, under certoin conditions, ore exempt from the Construction Permit requirement in the *Reglamento Canjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenas, y Operación de Negocios.* The Program, however, must comply with the proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

<sup>&</sup>lt;sup>2</sup> For the purpose of clarity, liquidated damages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.

Attachment G: Performance Requirements
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Page 3 / 4

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

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

### Metrics, Milestones, and Performance

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

- Workmanship: To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- Average Build Time: Calculated as a measure of the total number of days from a notice to proceed<sup>3</sup> to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- Work in Progress: A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed³ has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- Client and Homeowner Satisfaction: This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

<sup>&</sup>lt;sup>3</sup> Notice to Proceed refers to the assignment of a home to the Contractor. Not to the Notice ta Proceed for Repair or Replacement Home Canstruction Work referenced in the timeframes of performance.

Attachment G: Performance Requirements Homeowner Repair, Reconstruction, or Relocation Program Construction Managers Page 4 / 4



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

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### Attachment F



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.

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



	COVERAGE	LIMIT
l.	Commercial General Liability:	\$1,000,000.00
	<ul> <li>General Aggregate</li> </ul>	\$2,000,000.00
	<ul> <li>Special Cover Asbestos Removal Contamination</li> </ul>	\$1,000,000.00
	<ul> <li>Special Covering Lead Removal Contamination</li> </ul>	\$1,000,000.00
	<ul> <li>Products &amp; Complete Operations</li> </ul>	\$1,000,000.00
	<ul> <li>Personal Injury &amp; Advertising</li> </ul>	\$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
	<ul> <li>Bodily Injury by Disease</li> <li>Each Employee</li> <li>Each Accident</li> </ul>	\$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
īV.	Forgery & Alteration Form:
	Limit - \$500,000 Per Occurrence
	<ul> <li>Deductible \$5,000 Per Occurrence</li> </ul>
V.	Theft, Disappearance & Destruction (Inside/Outside):
	Limit \$500,000 Per Occurrence
	<ul> <li>Deductible \$5,000 Per Occurrence</li> </ul>
VI.	Computer Fraud:
·	Limit \$500,000 Per Occurrence
	<ul> <li>Deductible \$5,000 Per Occurrence</li> </ul>

## (X) 4. <u>Comprehensive Automobile Liability Form including the following insurance coverages</u>

LIMIT
<ul> <li>Auto Liability - \$1,000,000.00</li> </ul>
<ul> <li>Physical Damages - \$1,000,000.00</li> </ul>

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

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

- (X) A. Risk, interest, location and limits
  - (X) A.1 Description of work to be done
  - (X) A.2 Limit:
    - (X) each occurrence \$1,000,000
    - (X) aggregate

\$5,000,000

(X) deductible

\$5,000.00

- (X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.
- (X) 6. Cyber Liability

Limit -

\$5,000,000.00

(X) 7. Umbrella

Limit - \$10,000,000.00

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

- (X) a. Form for all risks including "DIC" and earthquake
- b. 100% total finished cash value for all finished construction, materials installed and/or stored on site including construction equipment and/or installation equipment provided by the "LHA".
- (X) c. The "LHA" and the Government of Puerto Rico must be included as an additional insured.



### **(X)** 9. Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond



- (X) A 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. Guarantee Bond for Materials and Repairs

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

50% of the value of the total cost of the project for the first 5 years, equivalent todollars.
2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to dollars.

- (X) c. Principal
  - (X) Main Contractor
  - (X) Roofing Contractor
  - (X) Supplier of Roofing Materials

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- (X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.
- (X) e. This bond must be within the sum penalty without exceeding:

A determined 2-1/2% of the value of the total cost of the Project equivalent to\_\_\_\_\_ dollars

- (X) f. Principal
  - (X) Main Contractor
  - (X) Subcontractor
  - (X) Supplier of infiltration materials water
- (X) g. This bond must be submitted for approval before the final payment of the contract is made.
- (X) 11. The policies to be obtained must contain the following endorsements including as additional insured the Department of Housing, Puerto Rico Public Housing Administration and the Government of Puerto Rico.
  - (X) a. Breach of warranty
  - (X) b. Waiver and / or Release of Subrogation
  - (X) c. Additional Insured Clause
  - (X) d. Hold Harmless Agreement
  - (X) e. 90 Days Cancellation Clause
- (X) 12. The insurance camer 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

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

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- 4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
- 5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
- 6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
- 7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
- 8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

### D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

- Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
- To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
- 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.

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- Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
- 9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
- 10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

## E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the \*LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the insurance Section of the \*LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The \*LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.



## F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

### G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: <u>Homeowner Repair, Reconstruction, or Relocation</u>

<u>Program Construction Managers</u>

December 11, 2018 Date

Arlyn Rodríguez Puentes

Insurance Section

Secretary for Legal Affairs

HUD Provisions Page 1 of 18

### **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 <a href="https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/">https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/</a>

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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.

### BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

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thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### 4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

### ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

### 6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

## 7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
   and

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(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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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.

### 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.

HUD Provisions Page **4** of **18**  MES

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.

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### 12. AGE DISCRIMINATION ACT OF 1975

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

### 13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

### 14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

### 15. SUBCONTRACTING

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

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



product to be offered and describing the performance of other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

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

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

#### 16. **ASSIGNABILITY**

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

#### 17. INDEMNIFICATION

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

### 18. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

#### 19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

MARIE (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

HUD Provisions Page **7** of **18** 

Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

### 22. TERMINATION FOR CONVENIENCE

### (Applicable to contracts exceeding \$10,000)

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

## 23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 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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### **HUD Provisions** Page **8** of **18**



Activities sponsored by the CONTRACTOR including social or recreational programs; and
Any other term, condition, or privilege of employment. (viii)

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

- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### 24. EQUAL EMPLOYMENT OPPORTUNITY

### (Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of HUD Provisions Page **9** of **18** 



October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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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

HUD Provisions Page **10** of **18** 



by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## 25. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.



The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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## 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:

- 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

HUD Provisions Page **12** of **18**  Maria

nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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### 27. ANTI-LOBBYING

### (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### 28. BONDING REQUIREMENTS

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

HUD Provisions Page 13 of 18



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



- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## 29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

HUD Provisions Page 14 of 18



The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

### 30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing

HUD Provisions Page 15 of 18 MASS

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.

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### 31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

### 32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

### 33. HEALTH AND SAFETY STANDARDS

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

### 34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its



supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.



### 35. WITHHOLDING OF WAGES

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

### 36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

### 37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### 38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any

HUD Provisions Page 17 of 18



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.

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### 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.

HUD Provisions Page 18 of 18

### 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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### Attachment H

## GOVERNMENT OF PUERTO RICO PROJECT LABOR AGREEMENT BETWEEN

### PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)

AND

SLSCO, LLP

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### ARTICLE 1. -LEGAL BASIS

This Project Labor Agreement (hereinafter, "Agreement") is hereby adopted in accordance and in compliance with Section 3 of Administrative Bulletin No. OE-2018-033, titled "Executive Order of the Governor of Puerto Rico, Hon. Ricardo A. Rosselló Nevares, to increase minimum wage for construction workers, implement laws that require the use of cement produced in Puerto Rico, and require the use of labor agreements in construction projects paid using public funds", enacted on July 30, 2018 (hereinafter, "OE-2018-033").

### ARTICLE 2. -PURPOSE

The Government of Puerto Rico wishes to contribute to the economic welfare of construction workers, increase peace in the workplace and employee safety, and promote efficient and punctual performance of the Construction Project, as defined in Article 4 of this Agreement, in such a way that complies with the public policy set forth in OE-2018-033. In accordance with Section 4 of OE-2018-033, this Agreement shall promote these objectives and it exclusively: binds all contractors and subcontractors who participate in the Construction Project; contains tools to avoid interruptions based on labor disputes; promotes harmony in the workplace; provides uniform mechanisms to solve labor conflicts, and increases cooperation between contractors and workers in matters related to productivity and occupational safety.

### ARTICLE 3. -PARTIES TO THE AGREEMENT

This document is a Project Labor Agreement entered into by Puerto Rico Department of Housing (PRDOH), as agency of the Executive Branch of the Government of Puerto Rico (hereinafter, "Agency"), and **SISCO**, **LLP**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

### ARTICLE 4. - CONSTRUCTION PROJECT

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

### ARTICLE 5. - RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any

Page 2 /6

subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

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The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

### ARTICLE 6. -WAGES

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.

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If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

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The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

### ARTICLE 7. - PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.

Page 4 /6

Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.

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### ARTICLE 8. —DISPUTE RESOLUTION

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

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

### ARTICLE 9. —SAFETY AND PROTECTION REQUIREMENTS

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

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

Furthermore, each Contractor must make sure that non-skillful workers ("obreros nodiestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for its acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.

Page 5 /6

### ARTICLE 10. -UNIONS

The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.



### ARTICLE 11. -APPLICABILITY TO EMPLOYEES

The provisions of this agreement apply to all (skillful or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

- a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 Fifth Revision (2005)."
- b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.
- c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

### ARTICLE 12. —APPLICABILITY TO ENTITIES

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.

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Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

### ARTICLE 13. -SEVERABILITY

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

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### ARTICLE 14. - EXCLUSIVITY OF AGREEMENTS

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

### ARTICLE 15. —EFFECTIVE PERIOD

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.

AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING, the parties sign this Agreement on December 12, 2019.

DEPARTMENT OF HOUSING

SLSCO, LLP.

Fernando A. Gil-Enseñat, Esa.

Secretary

Matthew R. Tindall Project Manager DUNS No. 828782735