



GOVERNMENT OF PUERTO RICO
Department of Housing

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

**AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
THOMPSON CONSTRUCTION GROUP, INC**



THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 13 of November, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **THOMPSON CONSTRUCTION GROUP, INC** (hereinafter, the "CONTRACTOR"), with principal offices in 100 N. Main Street, Sumter, South Carolina, 29150, herein represented by Robert A. Roberts, as an authorized representative, of legal age, married, and resident of Fairhope, Alabama, duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

I. TYPE OF CONTRACT

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

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

Attachment A Notice of Award



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

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

II. TERM OF AGREEMENT

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

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

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



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

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



V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

VIII. DOCUMENTATION AND RECORDERKEEPING

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

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- C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. **CONTRACTOR's Data and Privileged Information:** CONTRACTOR shall take appropriate measures to maintain confidential any data received demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

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

XI. PERFORMANCE WARRANTY

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



XII. TERMINATION

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

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

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

The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

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

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

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

B. Liquidated damages

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

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

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

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

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

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

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

B. Endorsements

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

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

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3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

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

C. Related Requirements

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

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

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

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

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

XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

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

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

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

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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

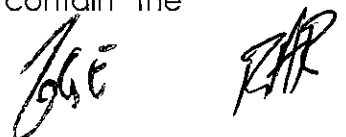
Robert A. Roberts
Thompson Construction
Group, Inc.
100 N. Main Street
Sumter, SC 29150

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. part 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the



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

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

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

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

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

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

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



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

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

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

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



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

- L. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- M. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this Agreement, purchase or commercial transaction. (2) No public servant of this executive agency has requested nor have I accepted, directly or indirectly, for him/her, for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans, or anything else of monetary value. (3) No public servant(s) has requested nor have I accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him/her, for any member of his/her family unit, or for any other person, business, or entity, some of economic value, including gifts, loans, promises, favors, or services in exchange for the performance of said public servant in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.
- N. Ethics.** CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".
- O. Non-Conviction.** The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:
1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
 2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
 3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
 4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described

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

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

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

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

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

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

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

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

XXVII. SECTION 3 CLAUSE

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

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

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

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

XXIX. EQUAL OPPORTUNITY

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


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

XXX. CLEAN AIR ACT

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



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

XXXI. WATER POLLUTION CONTROL ACT

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

XXXII. SOLID WASTE DISPOSAL ACT

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

XXXIII. DRUG FREE WORKPLACE

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

XXXIV. SUSPENSION AND DEBARMENT

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

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

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

XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXVII. BANKRUPTCY

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

XXXVIII. ENTIRE AGREEMENT

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

XXXIX. MODIFICATION OF AGREEMENT

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

XL. BINDING EFFECT

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

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



XLI. ASSIGNMENT OF RIGHTS

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

XLII. NON-WAIVER

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

XLIII. GOVERNING LAW JURISDICTION

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

XLIV. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

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

XLV. HEADINGS

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

XLVI. FEDERAL FUNDING

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

XLVII. RECAPTURE OF FUNDS

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

XLVIII. OVERPAYMENT

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

XLIX. DISPUTE RESOLUTION

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

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

L. SEVERABILITY

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

LI. COUNTERPARTS

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

LII. SURVIVAL OF TERMS AND CONDITIONS

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

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

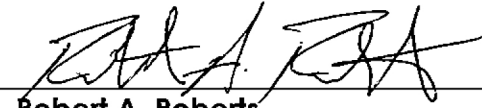
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING



Fernando A. Gil-Enseñat, Esq.
Secretary

**THOMPSON CONSTRUCTION
GROUP, INC**



Robert A. Roberts
Authorized Representative
DUNS No. 154215818



GOVERNMENT OF PUERTO RICO
Department of Housing

NOTICE OF AWARD

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

September 10, 2019

By email: chutto@thompsonlnd.com

Christopher C. Hutto
CFO
Thompson Construction Group Inc.
100 Nort Main Street
Sumter, SC 29150

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

Dear Mr. Hutto:

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

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

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

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

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

Table 1: Proposals Technical Evaluation Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

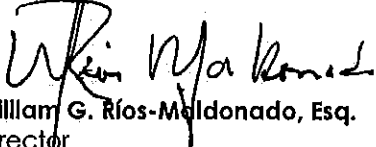
If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on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

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

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

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

Sincerely,

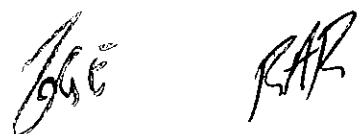


William G. Rios-Maldonado, Esq.
Director
CDBG-DR Procurement Office

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

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

Receipt Number: 7004 2510 0007 0098 5813





GOVERNMENT OF PUERTO RICO
Department of Housing

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

Bid Board Resolution

Date: September 9, 2019

Time: 1:37pm

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

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

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

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

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

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

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

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

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

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

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

Proposers that failed the Mandatory Requirements were the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 2: Proposals Evaluation Summary

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

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

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

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

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

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

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

Table 3: Total Weighted Scores of "Qualified Proposers"

No. Proposer Name	Technical Weighted Score ¹	Cost Proposal Weighted Score ^{2,3}	Total Weighted Score (Score>75%)	Qualifies for Award
1 Excel Contractors, LLC	64.29%	24.28%	88.57%	Yes
2 SLSCO LTD	58.25%	27.00%	85.25%	Yes
3 Lemolne Disaster Recovery, LLC	59.24%	25.57%	84.82%	Yes
4 Thompson Construction Group Inc.	60.80%	30.00%	90.80%	Yes
5 DSW Homes LLC	62.51%	25.24%	87.76%	Yes
6 FR-BLDM LLC	64.71%	0.00%	64.71%	No
7 OSSAM Construction, inc.	57.82%	0.00%	57.82%	No
10 APTIM PR LLC	64.04%	22.17%	86.21%	Yes
12 Rebuilders PR LLC	62.13%	0.00%	62.13%	No
14 Alreko Construction Management Services LLC	62.07%	10.52%	72.58%	No
15 ANG Construction, Inc.	60.66%	0.00%	60.66%	No
16 Yates-BIRD LLC	62.36%	0.00%	62.36%	No
19 Three O Construction SE	59.42%	0.00%	59.42%	No
21 Venegas Construction, Corp.	67.64%	13.67%	81.32%	Yes
22 4 Contractors JV	65.15%	0.00%	65.15%	No
24 Caribe Tecno, CRL	60.00%	0.00%	60.00%	No
27 Custom Homes, Inc.	61.46%	0.00%	61.46%	No

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

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

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

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

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

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

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

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

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

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

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

- 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 Program⁵.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Finally, the Procurement Office and its Technical Assistants concluded:

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

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

Table 6: Final Weighted Scores of "Qualified Proposers"

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

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

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

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

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

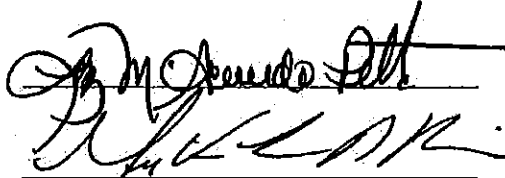
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **SLSCO LTD** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000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

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

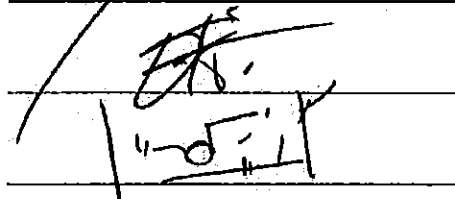
The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its judicial review, if any, shall be those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

Signed by:

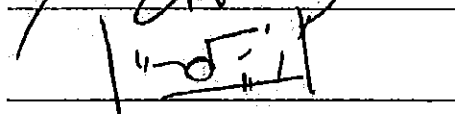
Luz M. Acevedo Pelot, P.E.
Chairman



Ms. Niurka E. Rivera Rivera



Mr. Omar Figueroa Vázquez, Esq.

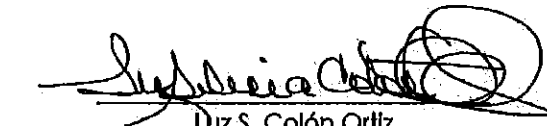


Mr. Joel Ayala Martínez, Esq.



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.



Luz S. Colón Ortiz
Alternate Secretary, Bid Board





GOVERNMENT OF PUERTO RICO
 Department of Housing

EXHIBIT II
LIST OF PROPOSERS

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

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

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

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RAP

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

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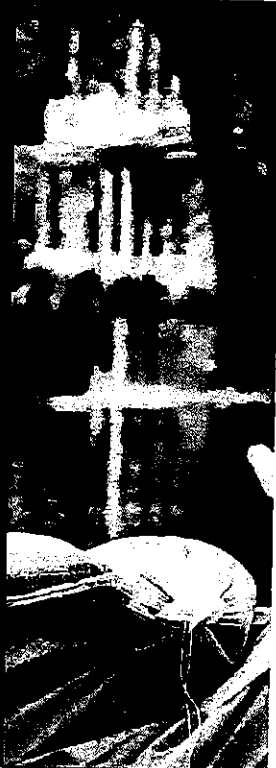
		PO Box 360099 San Juan, PR 00936-0099 ldj@caribetecno.com	
25	Seasons-CL LLC	Jorge Guerrero Miranda President Seasons-CL, LLC Industrial Víctor Fernández 40 Street 3, Suite 1 San Juan, PR 00926 jguerrero@creativedevelop.com	787-283-6969
26	WG Pitts Caribbean, LLC	William G. Pitts President WG Pitts Caribbean,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

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Thompson



**PUERTO RICO
DEPARTMENT OF HOUSING**

REQUEST FOR PROPOSALS
HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION

CDBG-DR-RFP-2018-09 EXHIBIT A-2

ORIGINAL

01 22 2019

THOMPSON CONSTRUCTION GROUP, INC.
ATTN: TIM MCCOY
TMCCOY@THOMPSONIND.COM
DIRECTOR GOVERNMENT SERVICES
100 N. MAIN STREET
SUMTER, SC 29150

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Attachment B



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

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

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

Proposer Entity Name: Thompson Construction Group, Inc.

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

Level 1 Construction Manager Level 2 Construction Manager

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

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Exhibit A-2 – Qualifications and Work Approach Proposal Checklist

(Revised for Addendum No. 2)

CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

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


Proposer's Authorized Representative's Signature

1-10-2019
Date

C. Curtis Hutto, CFO

Proposer's Authorized Representative Printed Name







GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: ✓

EXHIBIT C
STATEMENT OF QUALIFICATIONS

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

1. Entity Data:

1.1. Proposer's Identification:

Thompson Construction Group, Inc. 1986 [REDACTED]
(Legal Name) (Year of Establishment) (Tax ID)
15-421-5818
(D-U-N-S Number)

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

Christopher Curtis Hutto CFO
(Name) (Position)

1.3. Physical Address:

100 North Main Street
(Address Line 1)

(Address Line 2)
Sumter SC 29150
(City) (State) (Zip Code)

1.4. Mailing Address:

100 North Main Street
(Address Line 1)

(Address Line 2)
Sumter SC 29150
(City) (State) (Zip Code)

1.5. Contact Information:

803-773-8005 803-775-3357 chutto@thompsonind.com
(Telephone Number) (Facsimile Number) (Email Address)

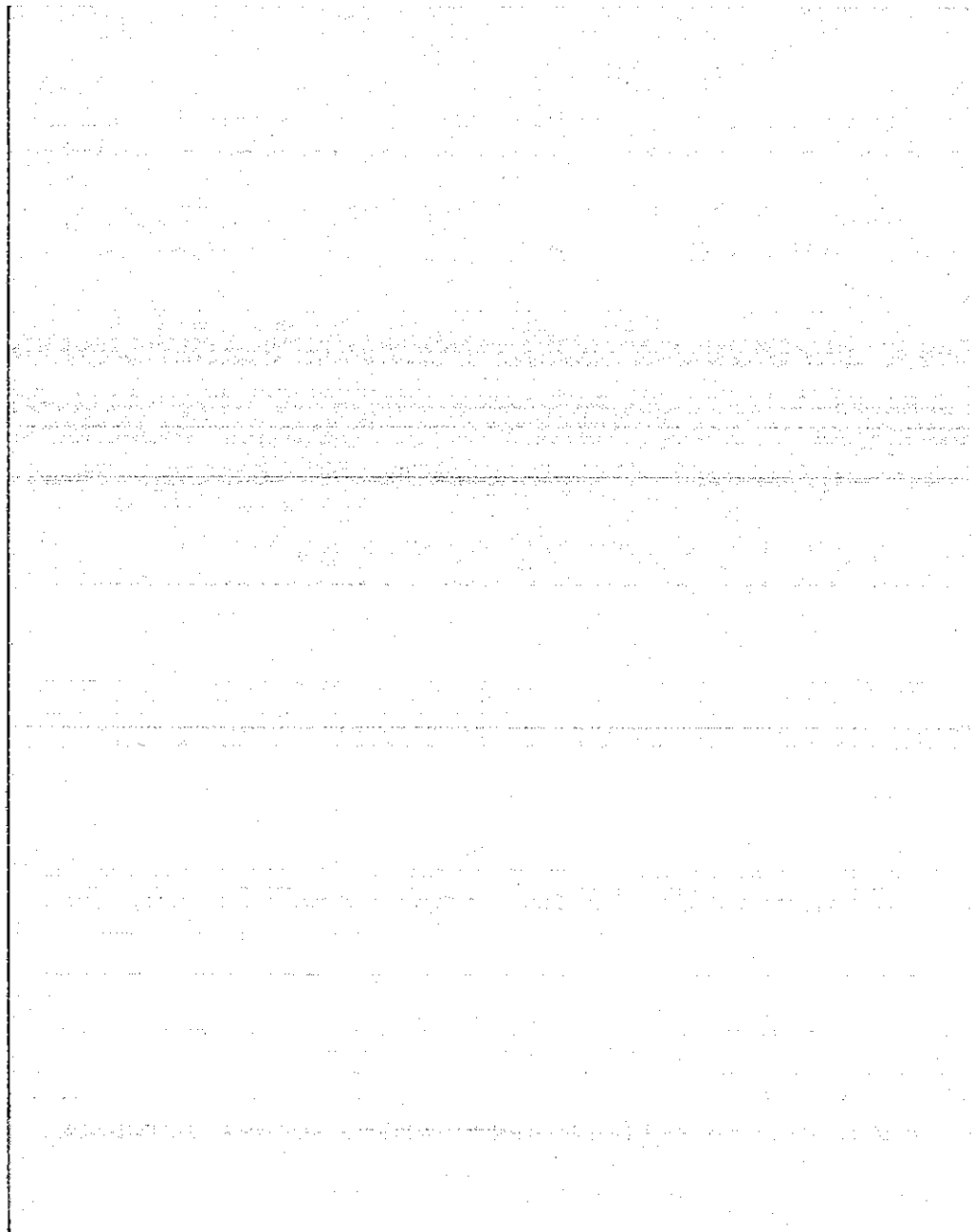
1.6. The Entity is a(n):

Individual Partnership Other (Specify) _____
 Corporation Joint Venture

1.7. If a corporation, indicate all that apply:

Publicly Held Privately Held Subsidiary

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Proposer's Initials: KT

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
Gregory Allan Thompson	803-938-2640	gthompson@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lewis Eugene Thompson	803-972-1011	lthompson@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Harold Linwood Turner, Jr.	803-773-8005	hturner@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christopher Curtis Hutto	803-773-8005	chutto@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Lee Bryant	803-773-8005	wbryant@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barry Keith Falin	803-773-8005	bfalin@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Janice W. Poplin	803-773-8005	jpoplin@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Andrew Sapienza	803-773-8005	asapienza@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Wayne Gruber	803-773-8005	mgruber@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frank Williamson	803-773-8005	fwilliamson@thompsonind.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

No Yes (See Attachment ____)

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

[Handwritten signatures and initials]

Proposer's Initials: _____



JGE

KAR

Proposer's Initials:

3. Construction Manager Level Applied For:

- Level 1 Construction Manager Level 2 Construction Manager

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

- Yes No

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

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

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Proposer's Initials: *TM*

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

ID	Client Name	Project Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	South Carolina Disaster Recovery Office	Severe Storm 2015 / CDBG-DR	\$64,000,000	18	Ongoing	2020	Working as a prime construction contractor for the program manager for the state of South Carolina Disaster Recovery Office to repair and replace residential housing damaged by the 1,000-year flood. Home Rehabilitation, reconstruction, and MHU placement. 250 Homes completed, expect to complete 850 homes by end of project.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
2	South Carolina Disaster Recovery Office	Hurricane Matthew 2016 / CDBG-DR	\$85,000,000	12	Ongoing	2020	Working as a prime construction contractor for the program manager for the state of South Carolina Disaster Recovery Office to repair and replace residential housing damaged by Hurricane Matthew. Home Rehabilitation, reconstruction, and MHU placement. Expect to complete 450 homes by end of project.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
3	Rise West Virginia	West Virginia 2016 Flood / CDBG-DR	\$58,000,000	18	Ongoing	2019	Selected as a prime construction contractor for the program manager for the state of West Virginia, to repair and replace residential housing. Expect to complete 600 homes by end of project.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
4	City of Houston	Housing Recovery Program / CDBG-DR	\$19,000,000	12	Ongoing	2020	Providing Rehabilitation, and Reconstruction services.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
5	Texas General Land Office	Hurricane Harvey Community Development and Revitalization Program / CDBG-DR	\$43,500,000	4	Ongoing	2022	New Home Construction program following Hurricane Harvey. Expect to build no less than 10 houses per month, till completion.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
6	North Carolina Emergency Management	Hurricane Matthew 2016 / CDBG-DR	\$55,000,000	2	Ongoing	2022	Providing Rehabilitation, Replacement, and Reconstruction services.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
7	Robeson County North Carolina	Hurricane Matthew 2016 / CDBG-DR	\$38,000,000	4	Ongoing	2020	Providing Rehabilitation, Replacement, and Reconstruction services.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565
8	City of Fayetteville North Carolina	Hurricane Matthew 2016 / CDBG-DR	\$22,000,000	2	Ongoing	2020	Providing Rehabilitation, Replacement, and Reconstruction services.	Tim McCoy Thompson Construction Group, Inc.	205-229-5565

TM

TM

Proposer's Initials: AK

AK

AK

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	Frank McCormick	Bowling Green State University	16	(See résumé in Tab 5)
Design Lead	Jose Falcon	Polytechnic University of PR	27	(See résumé in Tab 5)
Permitting Lead	Ramón Maldonado	University of Puerto Rico	11	(See résumé in Tab 5)
Procurement Lead	Ramón Vazquez	University of Puerto Rico	17	(See résumé in Tab 5)
Construction Lead	Ismael Sanchez	University of Puerto Rico	29	(See résumé in Tab 5)
Occupational Safety Lead	Ben Bradley	U.S. Air Force Academy	20	(See résumé in Tab 5)
Quality Control Lead	Matthew Myrick	Northwestern State University	20	(See résumé in Tab 5)

Proposer's Initials:

6. References:

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

Name	Email	Phone Number	Relation
Arch. Ricardo Lefranc	lefranc@laarchitectpr.com	787-722-0494	Gallery Plaza / LA ARCHITECTS, PSC
Arch. Jorge Rigau	rigau@jorgesrigau.com	787-982-0002	Santa Rita Apartments / Jorge Rigau, PSC
Arch. Enrique Trigo	e.trigo@me.com	787-461-0544	Viewpoint at Domenech / AT ASSOCIATES, PSC

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

Name	Email	Phone Number	Relation
Chose Selby	cselby@cteh.com	501-515-2774	Construction Manager / CTEH / Rise West Virginia
Bart Farmer	bfarmer@theworkforc egroup.com	225-413-2213	Inspection Services / TWG / Louisiana Shelter at Home Program
Chad Herndon	chad@h2bravo.com	501-944-7222	Program Manager / H2Bravo / Texas General Land Office
Jonathan Krebs	jonathan.krebs@hom elip.com	601-466-0056	Program Manager / Home LLP / South Carolina Disaster Recovery
David Knight	dknight@theworkforc egroup.com	225-938-6687	Construction Manager / TWG / Robeson County North Carolina

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Proposer's Initials: W

7. Acknowledgement of Addenda:

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	November 30, 2018	5	December 11, 2018
2	December 3, 2018	6	December 14, 2018
3	December 6, 2018	7	December 21, 2018
4	December 7, 2018	8	January 4, 2019
		9	January 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 10 day of December, 2018.

If Entity is an Individual:

(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)



Proposer's Initials: ✓

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

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

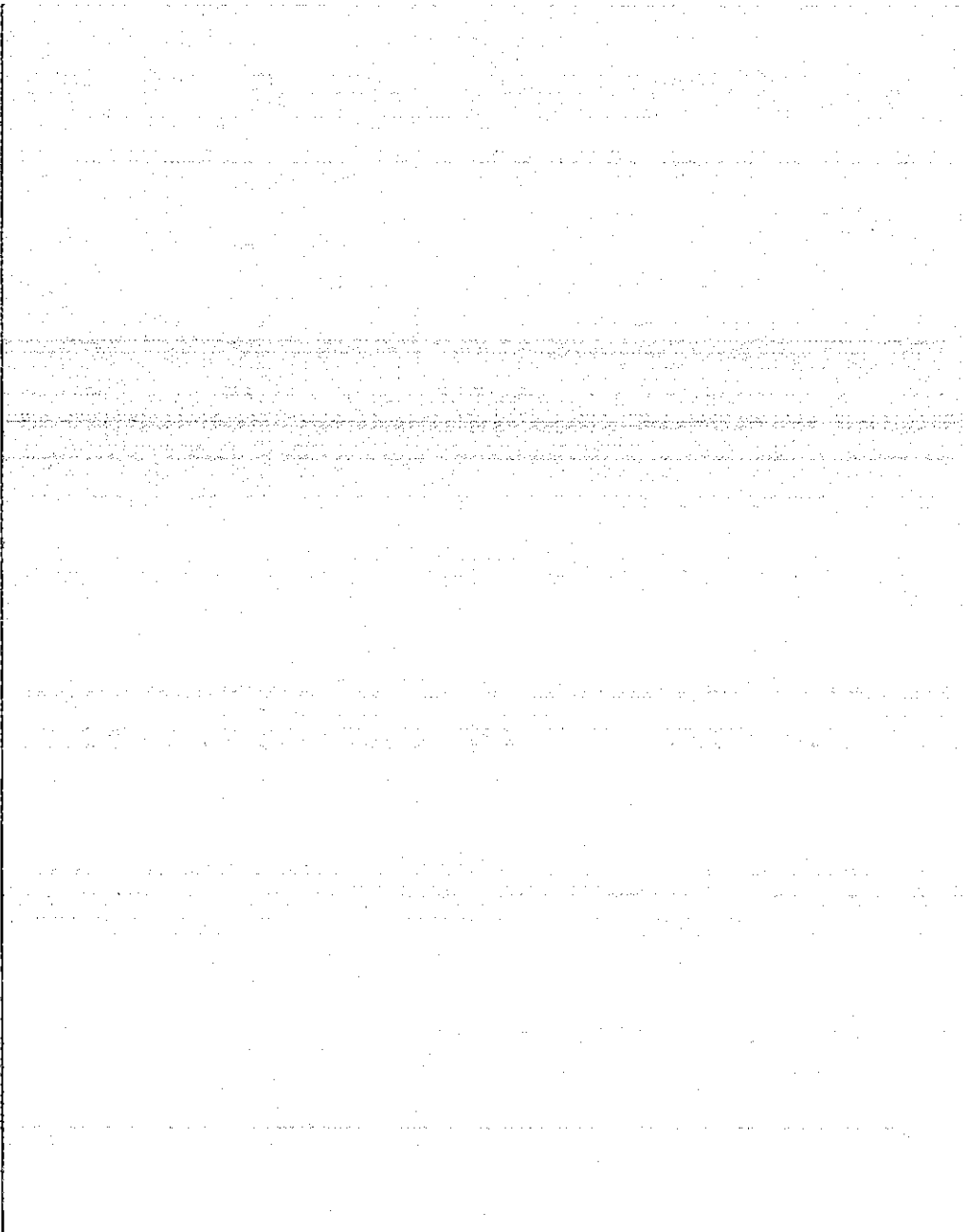
(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

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Proposer's Initials: TA

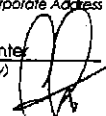
If Entity is a corporation:

Thompson Construction Group, Inc.
(Printed Name of Corporation)

100 North Main Street
(Corporate Address Line 1)

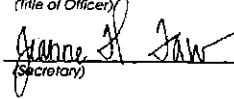
(Corporate Address Line 2)

Sumter SC 29150
(City) (State) (Zip Code)

By: 
(Signature of Officer)

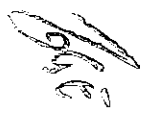
Christopher Curtis Hutto
(Printed Name of Officer)

CFO
(Title of Officer)

Attest: 
(Secretary)

(CORPORATE SEAL)

South Carolina
(Jurisdiction of Incorporation)







GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 1
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

This addendum consists of one (1) digital letter size page (8.5"x11").

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

Amendments to the RFP

The following sections of the RFP were revised, and changes shall be considered by Proposers.

- **Table 2 ("RFP Schedule")** in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 2: RFP Schedule	
Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before December 17, 2018 at 3:00 pm
Proposals Evaluation Period (Expected)	From: December 17, 2018
	Up To: January 7, 2018
Notice of Award (Expected)	January 10, 2019
Execution of the Agreement (Expected)	January 20, 2019

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference in his Proposal to all Addenda to the RFP Documents. Failure to do so may result in the Proposer's disqualification.

by: *Rafael H. Vázquez-Muñiz*
Rafael H. Vázquez-Muñiz
 Director
 Procurement Area

San Juan, Puerto Rico
 November 30, 2018



RFP



GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 2
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

This addendum consists of one hundred and seventeen (117) digital letter size pages [8.5"x11"]. One (1) page is the addendum itself and one hundred and sixteen (116) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents:

1. **Attachment 2 (Scope of Work)**
2. **Attachment 3 (Model Contract)**
3. **Attachment 5 (QSPA)**
4. **Exhibit A-2 (Qualifications and Work Approach Proposal Checklist)**

This Addendum includes the following new documents:

1. **Attachment 7 (Answers to Questions and Requests for Clarifications)**

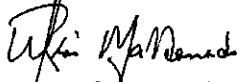
Amendments to the RFP

- The following is hereby added at the end of the Attachments section of the Table of Contents.

7 Answers to Questions and Requests for Clarifications

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference in his Proposal to all Addenda to the RFP Documents. Failure to do so may result in the Proposer's disqualification.


William G. Rios Maldonado
 Director
 CDBG-DR Procurement Area

San Juan, Puerto Rico
 December 3, 2018



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ADDENDUM No. 3
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

This addendum consists of one forty-eight (48) digital letter size pages (8.5"x11"). One (1) page is the addendum itself and forty-seven (47) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents (changes marked in yellow):

- 1. Attachment 2 (Scope of Work)

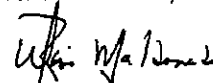
This Addendum includes the following new documents:

- 1. Attachment 7 (Answers to Questions and Requests for Clarifications (Cont.))

[Note: This is a continuation of the answers provided with Addendum No. 2]

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference in his Proposal to all Addenda to the RFP Documents. Failure to do so may result in the Proposer's disqualification.


William G. Rios Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
December 6, 2018



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GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 4
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

This addendum consists of one fifty (50) digital letter size pages (8.5"x11"). One (1) page is the addendum itself and forty-nine (49) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents (changes marked in yellow):

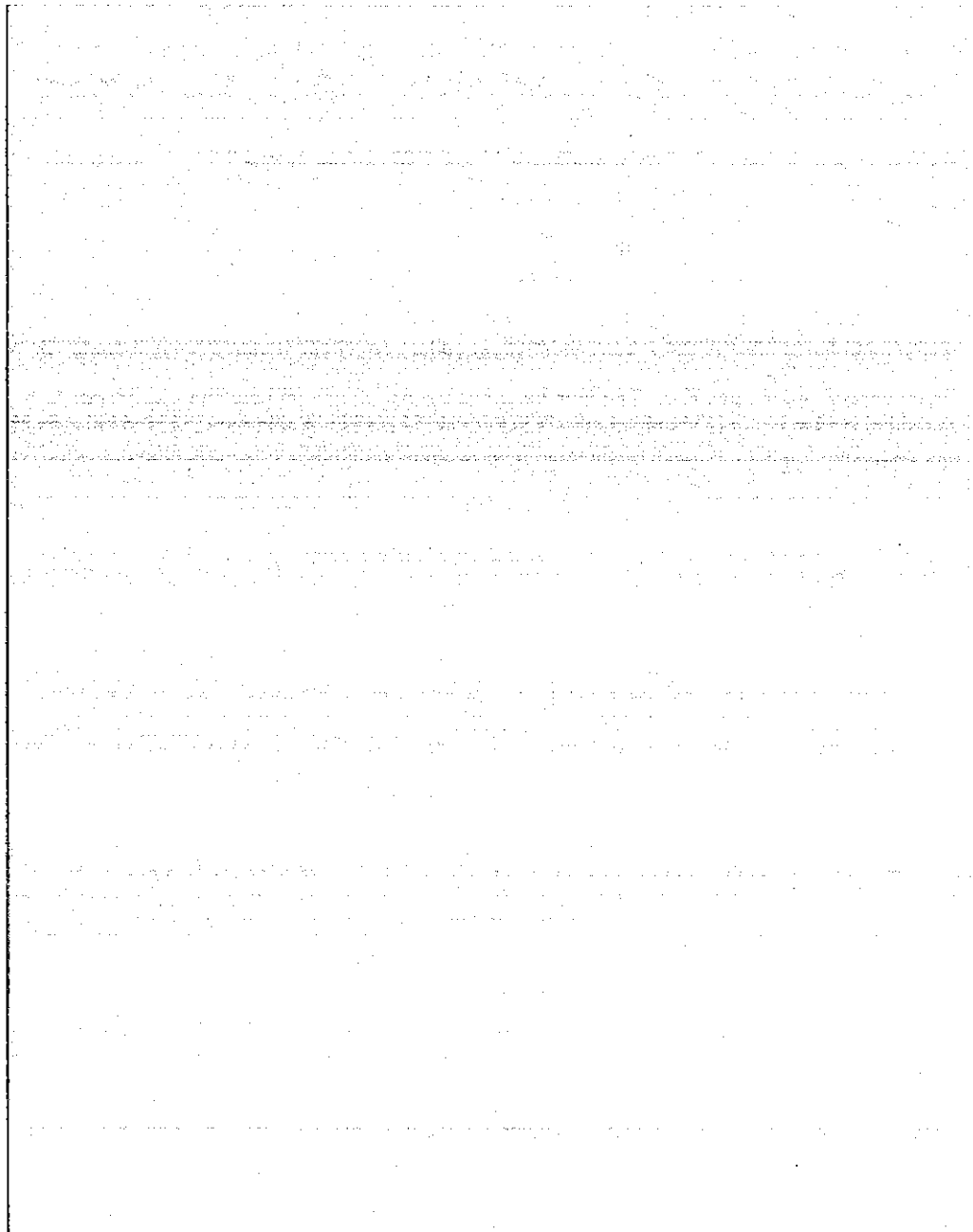
1. Attachment 3 (Model Contract)

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference in his Proposal to all Addenda to the RFP Documents. Failure to do so may result in the Proposer's disqualification.

William G. Ríos Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
December 7, 2018





ADDENDUM No. 5
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

This addendum consists of ten (10) digital letter size pages (8.5"x11"). Two (2) pages are the addendum itself and eight (8) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents:

1. **Attachment 5 (QSPA)** – Changes marked in yellow.

Amendments to RFP

The following sections of the RFP were revised, and changes shall be considered by Proposers.

- **Table 2 ("RFP Schedule")** in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 1: RFP Schedule

Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before December 19, 2018 at 3:00 pm
Proposals Evaluation Period (Expected)	From: December 19, 2018
	Up To: January 9, 2019
Notice of Award (Expected)	January 14, 2019
Execution of the Agreement (Expected)	January 24, 2019

Additional Clarifications



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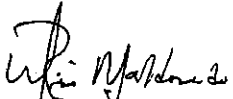
RFP

The following is hereby clarified by the PRDOH. These clarifications shall be considered by Proposers.

- Section 12.2.6 of **Attachment 2 (Scope of Work)** specifies the Minimal Suggested Approximate Area Requirements for the Model Homes. The PRDOH hereby clarifies that the Total Minimum Area specified in this section is living area and does not include the square footage for the garage of the Model Homes. The area for the garage is additional to the Minimum Area of the Model Home specified.


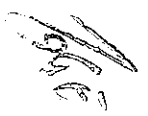
All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference to all Addenda to the RFP Documents in his Proposal by means of the corresponding section in **Exhibit C (Statement of Qualifications)**. Failure to do so may result in the Proposer's disqualification.



William G. Rios Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
December 11, 2018





GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 6
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

This addendum consists of forty-five (45) digital letter size pages (8.5"x11"). Two (2) pages are the addendum itself and forty-three (43) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents (changes marked in yellow):

1. Attachment 2 (Scope of Work)

Amendments to RFP

The following sections of the RFP were revised, and changes shall be considered by Proposers.

- The definition of "Team Member" in Section 1 of the RFP is hereby stricken out in its entirety and replaced with the following:

"Team Member" or "Key Staff" means the staff identified in Section 3.2 of Attachment 2 (Scope of Work). Team Members or Key Staff must be identified in the Proposer's submission and not be changed without the consent of the PRDOH. Any change in a Team Member or Key Staff must be approved by the PRDOH. No Team Member or Key Staff may join or participate with, directly or indirectly, as a Team Member or Key Staff with more than one Proposer. Team Members or Key Staff that have interest or decisional power over any legal entity must ensure that other persons with interest or decisional power over the same legal entity do not join or participate with, directly or indirectly, as a Team Member or Key Staff of any other Proposer. For the purpose of clarity, Team Member and Key Staff does not refer to legal entities participating with any Proposer as a subcontractor, it only refers to the staff identified in Section 3.2 of Attachment 2 (Scope of Work).



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- Table 2 ("RFP Schedule") in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 1: RFP Schedule

Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before January 3, 2019 at 3:00 pm
Proposals Evaluation Period (Expected)	From: January 3, 2019
	Up To: January 24, 2019
Notice of Award (Expected)	January 28, 2019
Execution of the Agreement (Expected)	February 7, 2019

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference to all Addenda to the RFP Documents in his Proposal by means of the corresponding section in **Exhibit C (Statement of Qualifications)**. Failure to do so may result in the Proposer's disqualification.

William G. Rios Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
December 14, 2018



ADDENDUM No. 7
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

This addendum consists of one (1) digital letter size page (8.5"x11").

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

Amendments to RFP

The following sections of the RFP were revised, and changes shall be considered by Proposers.

- **Table 2 ("RFP Schedule")** in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 2: RFP Schedule	
Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before January 10, 2019 at 3:00 pm
Proposals Evaluation Period (Expected)	From: January 10, 2019
	Up To: January 31, 2019
Notice of Award (Expected)	February 4, 2019
Execution of the Agreement (Expected)	February 14, 2019

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference to all Addenda to the RFP Documents in his Proposal by means of the corresponding section in Exhibit C (Statement of Qualifications). Failure to do so may result in the Proposer's disqualification.


William G. Rio Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
December 21, 2018









GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 8
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

This addendum consists of one (1) digital letter size page (8.5"x11").

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

Amendments to RFP

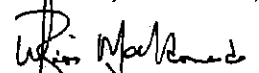
The following sections of the RFP were revised, and changes shall be considered by Proposers.

- **Table 2 ("RFP Schedule")** in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 1: RFP Schedule	
Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before January 15, 2019 at 3:00 pm
Proposals Evaluation Period (Expected)	From: January 15, 2019
	Up To: February 5, 2019
Notice of Award (Expected)	February 11, 2019
Execution of the Agreement (Expected)	February 20, 2019

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference to all Addenda to the RFP Documents in his Proposal by means of the corresponding section in **Exhibit C (Statement of Qualifications)**. Failure to do so may result in the Proposer's disqualification.


William G. Rios Maldonado
 Director
 CDBG-DR Procurement Area

San Juan, Puerto Rico
 January 4, 2019



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GOVERNMENT OF PUERTO RICO
Department of Housing

ADDENDUM No. 9
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

This addendum consists of nine (9) digital letter size page (8.5"x11"). Six (6) pages are the addendum itself and three (3) pages are attachments to the addendum and RFP.

This Addendum is hereby included in and made part of the RFP for Construction Managers dated November 16, 2018. All requirements of the original RFP for Construction Managers under CDBG-DR shall remain in full force and effect except as amended by this Addendum.

This Addendum includes the following amended documents:

1. Exhibit A-1 (Mandatory Requirements Proposal Checklist)

Amendments to RFP

The following sections of the RFP were revised, and changes shall be considered by Proposers.

- Section 6.1.4 of the RFP is hereby stricken in its entirety and replaced with the following:

6.1.4. Financial Requirements: The Proposer, in its Proposal, shall demonstrate that it has adequate financial resources to perform the services under the Contract. Accordingly, the Proposer shall provide the following financial information to permit the PRDOH to evaluate its financial capability:

- **6.1.4.1. Year-End Information.**

- Year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant (CPA) and prepared in accordance with US Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
- Copy of income tax returns for the same two (2) years.
- If Proposer has more than one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.

- **6.1.4.2. Year to Date Information.** Most recent interim (year to date) financial statements for a period ending not later than sixty (60) days



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before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.

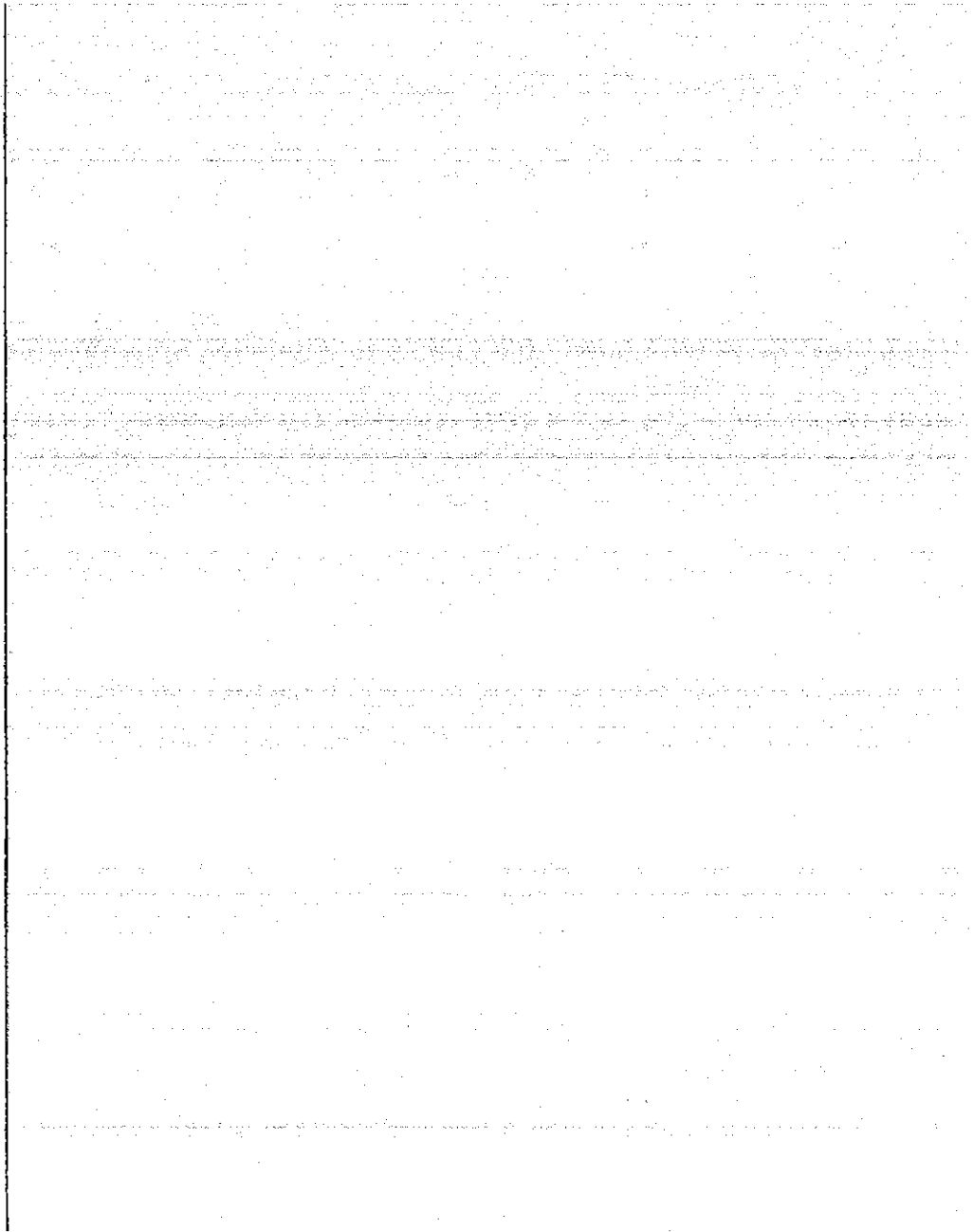
- **6.1.4.3. Line of Credit or Cash Availability.**
 - Third party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required amount if the contract is granted to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email, and phone number. The amount required of the unencumbered line of credit, available cash balances, or a combination thereof, is a minimum of \$15,00,000 for those Proposers that wish to qualify as **Level 1 Construction Managers**, or a minimum of \$2,000,000 for those Proposers that wish to qualify as **Level 2 Construction Managers**.
 - If the Proposer plans to use its own cash balances to fund the services under the RFP, or a combination of a line of credit and its own cash balances, it must provide a statement duly signed by an authorized officer of the Proposer, dated not later than sixty (60) days before the Proposal submission date, ascertaining that its cash balances will be available and used to fund the services under the RFP.
- **6.1.4.4. Pending Litigation.** Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information:
 - Parties involved;
 - Case number;
 - Nature of cause;
 - Amount involved; and
 - Probability of loss;
- **6.1.4.5. No Bankruptcy.** Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, stating that the Proposer is not in bankruptcy, receivership or in any other condition, preventing the Proposer from a total or partial administration or disposition of its property.
- **6.1.4.6. Principals, Stockholders, Partners, or Members Information, if Applicable.** If Proposer has not been in existence or did not conduct business within the year prior to the RFP submission date, it must also

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provide the following information with respect to each Principal, Stockholder, Partner or Member:

- Sworn statement executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, indicating the Principals, Stockholders, Partners or Members of the Proposer and their business participation.
- Copy of income tax returns for the most recent two (2) years for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer.
- Year-end financial information (only for those Principals, Stockholders, Partners or Members of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer):
 - o If the Stockholders, Partners or Members are not individuals - year-end (fiscal or calendar) audited, reviewed or compiled financial statements for the most recent two (2) years issued by a CPA and prepared in accordance with US GAAP. The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements. If any of the entities have more than one (1) year in operation but less than two (2), please provide the requested information for the last fiscal or calendar year.
 - o If the Stockholders, Partners or Members are individuals - compiled personal financial statements as of a period ending not later than sixty (60) days before the Proposal submission date, issued by a CPA and prepared in accordance with US GAAP.
- Interim financial information - if the Stockholders, Partners or Members are not individuals, holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer:
 - o Most recent interim (year to date) financial statements for a period ending not later than sixty (60) days before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
- Certification executed by an authorized representative of the Proposer, dated not later than sixty (60) days before the Proposal submission date, indicating the business entities in which all the Principals, Stockholders, Partners or Members of the Proposer are involved.
- Line of Credit or Cash Availability:
 - o Third party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating



experience, account balances, and availability of lines of credit with their terms and conditions for each Principal, Stockholder, Partner or Member of the Proposer holding 25% or more business participation and for those providing the working capital or guarantees to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email and phone number. The amount of the unencumbered line of credit, available cash balances, or a combination thereof required, is for a minimum of \$15,000,000 for those Proposers that wish to qualify as **Level 1 Construction Managers**, or a minimum of \$2,000,000 for those Proposers that wish to qualify as **Level 2 Construction Managers**.

- o If the Principals, Stockholders, Partners or Members plan to use their own cash balances to fund the services to be provided by the Proposer under the RFP, or a combination of a line of credit and their own cash balances, they must provide a statement duly signed by each Principal, Stockholder, Partner or Member of the Proposer providing the line of credit and/or cash funds, dated not later than sixty (60) days before the Proposal submission date, ascertaining that their cash balances will be available and used to fund the services under the RFP.

The information submitted will permit a Pass or Fail grading following a scoring process by the PRDOH regarding the financial capability of each Proposer through the evaluation of the following financial requirements and grading.

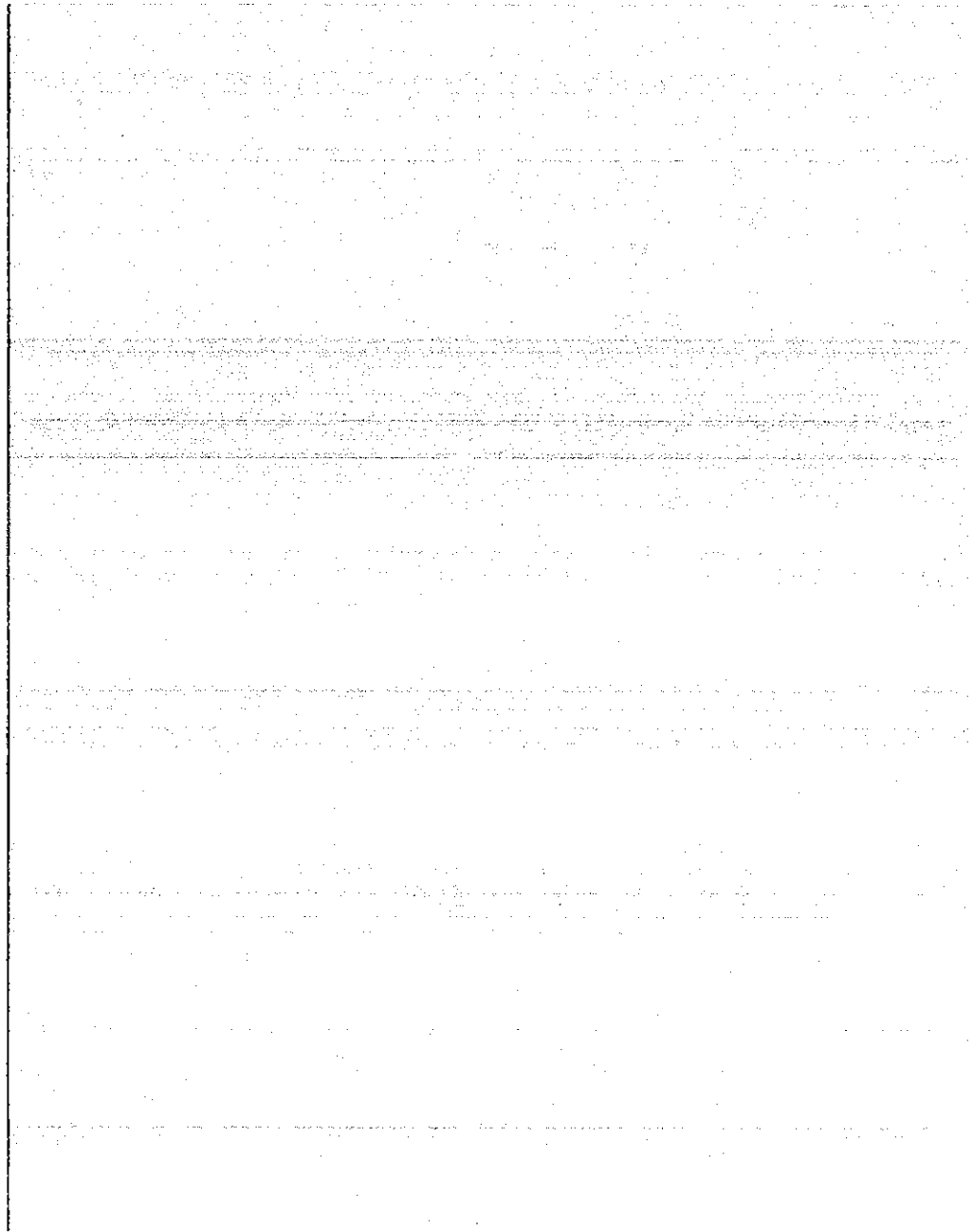
Financial Requirement	Grading (Entities with one year or more in operation)	Grading (Entities less than one year in operation)
Year-end Financial Statements Analysis	40%	20%
Interim Financial Statements Analysis	15%	15%
Line of Credit and/or Bank Accounts	20%	20%
Pending Litigation	10%	10%
No Bankruptcy	15%	15%
Principals, Stockholders, Partners, or Members Information	n/a	20%
Total	100%	100%

A total grading of 80% or more is required to obtain a rating of "Pass".

The financial information requested is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right, without limitations, to: (i) modify the requirements of the information, (ii) request additional information or clarification during the evaluation process, and,

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(iii) if appropriate, modify the minimum score requirements; all in the best interest of PRDOH's obligations under the CDBG-DR Action Plans.

- A new Section 6.1.9 is hereby added to the RFP to read as follows:

6.1.9. Bonding Capacity.

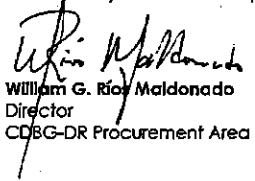
- Proposers that wish to qualify as **Level 1 Construction Managers** shall submit a certificate by a surety agency qualified to do business under the laws of Puerto Rico indicating that its organization is fiscally stable and capable of obtaining sufficient bonding to cover a minimum of **\$25,000,000**. The certificate shall indicate the maximum available bonding capacity that the Proposer is able to obtain. If the Proposer is composed of a group of companies (i.e. a Joint Venture), the certificate shall indicate the combined available capacity of all Team Members.
 - Proposers that wish to qualify as **Level 2 Construction Managers** shall submit a certificate by a surety agency qualified to do business under the laws of Puerto Rico indicating that its organization is fiscally stable and capable of obtaining sufficient bonding to cover a minimum of **\$5,000,000**. The certificate shall indicate the maximum available bonding capacity that the Proposer is able to obtain. If the Proposer is composed of a group of companies (i.e. a Joint Venture), the certificate shall indicate the combined available capacity of all Team Members.
- **Table 2 ("RFP Schedule")** in Section 4.3 of the RFP is hereby stricken in its entirety and replaced with the following:

Table 2: RFP Schedule

Event	Time and Date
Public Notice	November 16, 2018
Documents Availability	November 16, 2018 at 5:00 pm
Pre-Bid Conference	November 26, 2018 at 10:00 am
Submission of Questions and Requests for Clarification	November 27, 2018 at 4:00 pm at the latest
Responses to Questions and Requests for Clarifications	December 3, 2018, at 5:00 pm at the latest
Proposals Due Date	On or before January 22, 2019 at 3:00 pm
Proposals Evaluation Period (Expected)	From: January 22, 2019
	Up To: February 12, 2019
Notice of Award (Expected)	February 15, 2019
Execution of the Agreement (Expected)	February 25, 2019

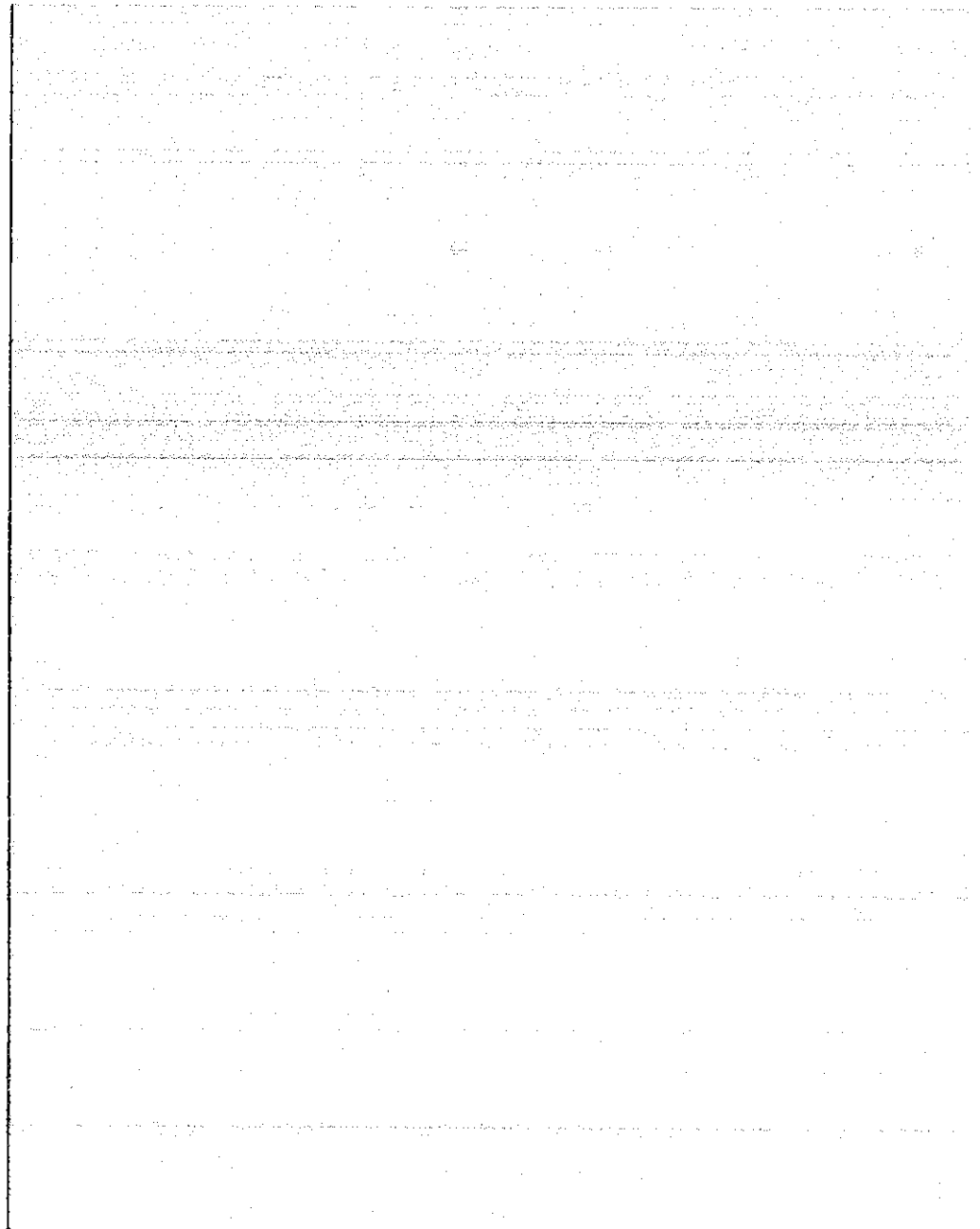

All other requirements and provisions of the RFP Documents shall remain in full force and effect.

Each proposer shall make reference to all Addenda to the RFP Documents in his Proposal by means of the corresponding section in Exhibit C (Statement of Qualifications). Failure to do so may result in the Proposer's disqualification.



William G. Ríos Maldonado
Director
CDBG-DR Procurement Area

San Juan, Puerto Rico
January 11, 2019





Thompson

Profile:

Thompson Construction Group, Inc. (Corporation) is a privately held, progressive company headquartered in Sumter, South Carolina. Thompson Construction Group, Inc. was formed by Greg A. Thompson and Lewis E. Thompson on December 31, 1986 in South Carolina. Thompson has three Regional Services Offices located in Columbia, Greenville and North Charleston, South Carolina. Thompson Construction Group, Inc. will be responsible for construction, construction management, documentation, maintenance of records, and billings. We will be using contractors for the performance of work orders including HUB, Section 3, and MWBE contractors.

The company ownership structure is as follows: Greg A. Thompson, President/CEO (67.0%), Lewis E. Thompson, Vice President (26.8%), Harold L. Turner, Jr., Vice President (4.1%) and Marco Lardi (2.1%), not an officer. Thompson Construction Group, Inc. currently has 1,243 employees. Employees are currently located in Georgia, Louisiana, South Carolina, Tennessee and Virginia.

Greg A. Thompson President/CEO (67.0%)

Lewis E. Thompson Vice President (26.8%) Harold L. Turner, Jr. Vice President (26.8%) Marco Lardi Not an Officer (2.1%)

Thompson Construction Group has been in business for over 30 years, and operates an industry leading network of CDBG-DR restoration and reconstruction project specialists each with more than 10 years of residential reconstruction experience.

Federal Tax ID: 57-0836917

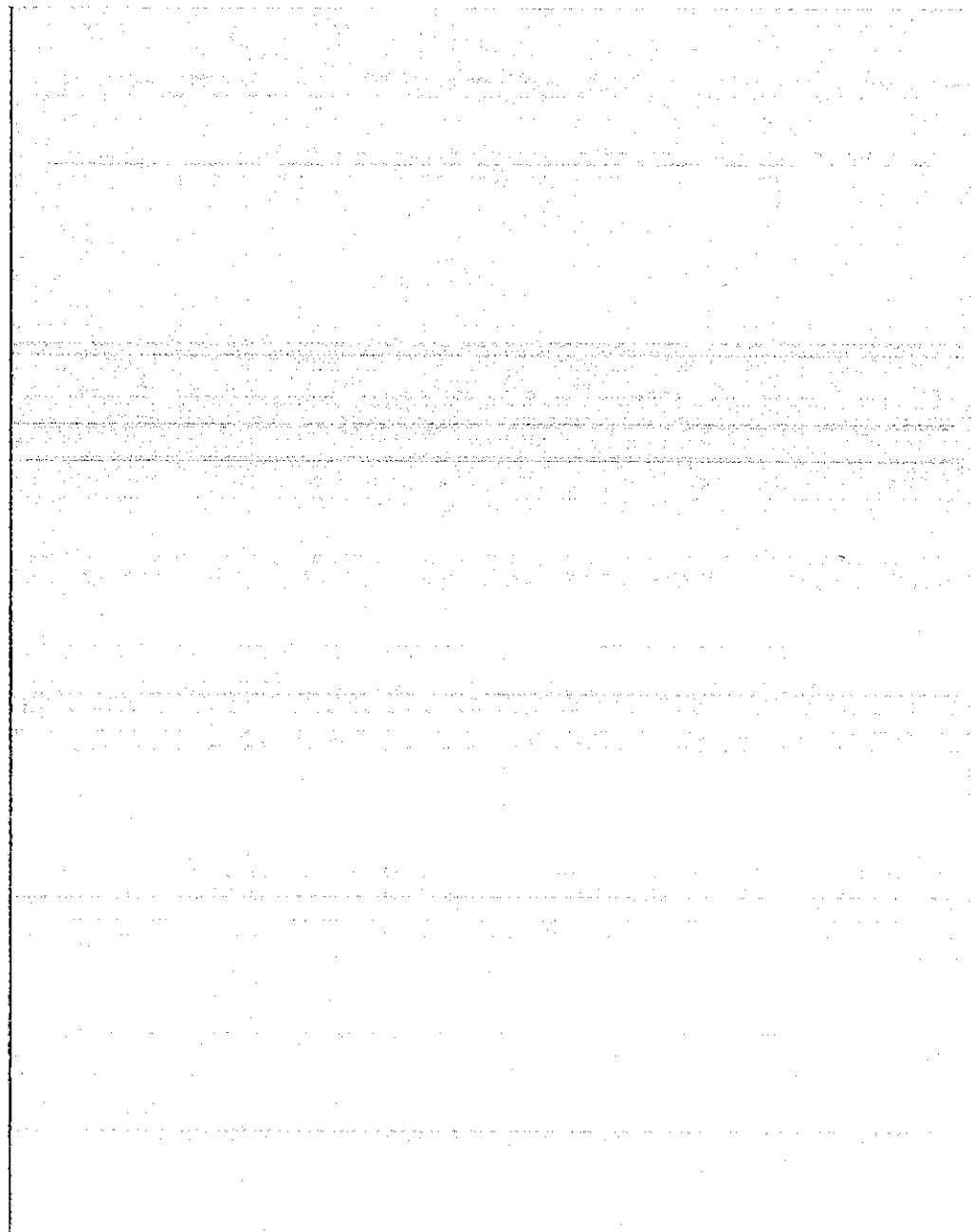
Thompson Construction Group provides innovative, practical and high quality construction and maintenance services to industrial, commercial and government clients. Thompson currently has nearly 1,243 full time employees, \$500 million in revenue and bonding capacity in excess of \$500 million.

Joining the Thompson Team is local construction firm **Desarrollos Metropolitanos (DM)**. Desarrollos Metropolitanos has provided a full spectrum of services within the building construction industry, construction and managerial expertise being their chief asset. However, first hand practical knowledge continues to prove invaluable to owners who may choose to benefit from additional services such as Pre-Construction consultancy, Design Build and Value Engineering. Its unique work system highlights the importance of people in the handling of every project. The Company is meticulous in the selection of specialized subcontractors, and in assigning the most capable engineers to every job, according to their experience. This speaks to their belief in the importance of people in achieving the final product.

Since the beginning, they have been prominent in the construction of hotels, residential, commercial and industrial projects.

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DM has over 46 years of operations in Puerto Rico, and over \$1.6 Billion USD of construction work to their credit.

Engineers Julio E. Vizcarrondo Jr., Milton Miró and José A. Vizcarrondo founded the Company as a corporation in 1970. Their goal was to carry out general construction operations as a succession and independently of the real estate and project development activities handled by its predecessor, Metropolitan Builders, Inc.



In 2000, a new generation of professionals joined the team, always keeping in mind that same vision and passion that has made the Company well known and respected as one of the top building companies.

As this new breed of engineers pushes the company forward, original partners Julio E. Vizcarrondo Jr. and José A. Vizcarrondo remain active and serve in the Board as key elements of continuity, providing their experience and expertise to every new project undertaken.

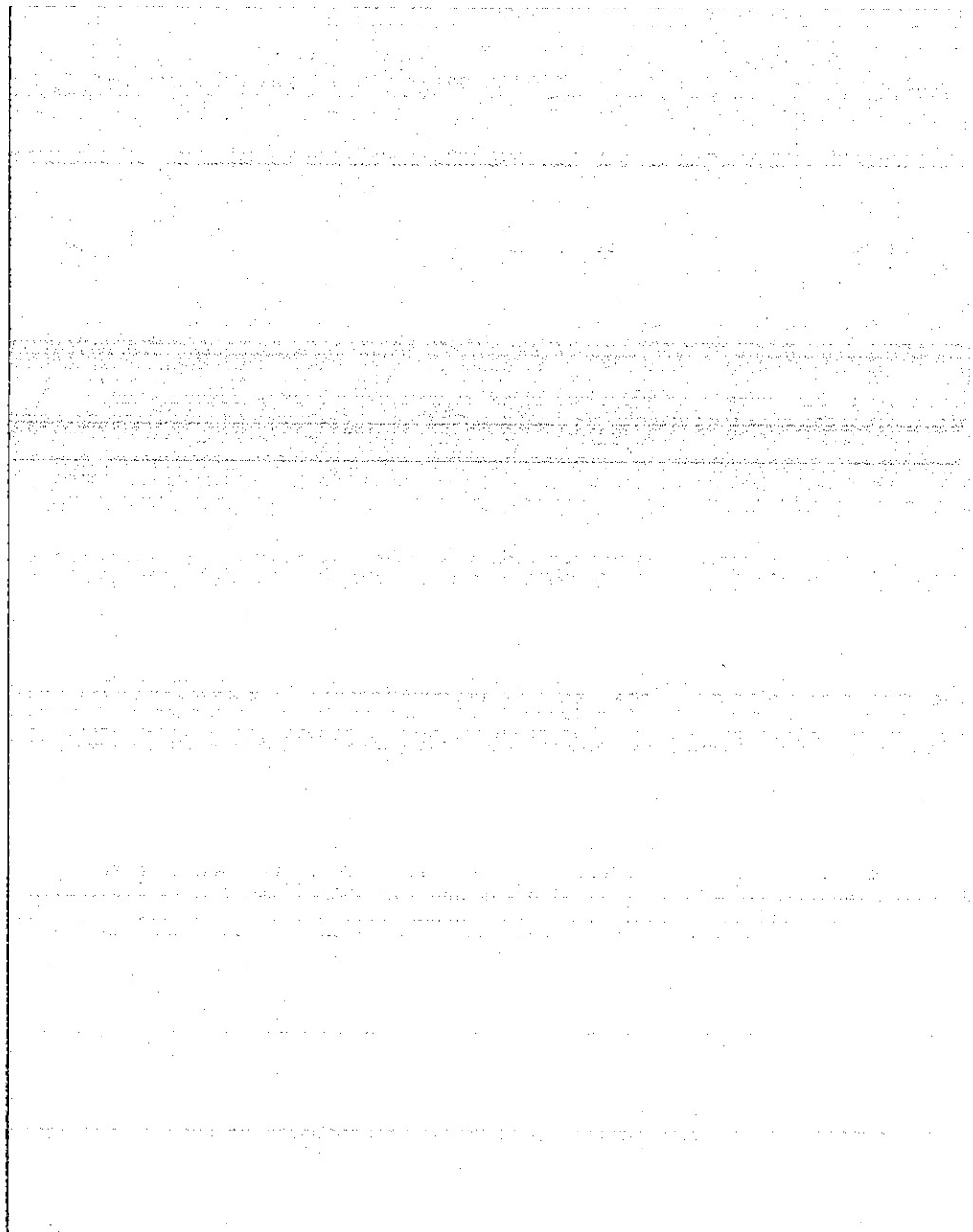
"The most important thing we've learned from our lifetime of quality work is that before moving a single brick, building the perfect plan ensures a durable finished product. Our workmen safety policy is a priority in our jobsites. We have partnered with our local PROHSA agency in a collaborative agreement to visit our projects on a frequent basis. This has helped in our effort to keep up to date with new regulations, to assure that we do not miss any employee exposure and continuously improve our safety records. Our Project Managers and Superintendents enforce a ZERO Tolerance for jobsite safety infractions and are always supported by management. At all Desarrollos Metropolitanos's projects, SAFETY COMES FIRST."

Summary of Staffing Capacity:

"Thompson Construction: 1,243 Current Full time employees.
Thompson Partner Network: Over 100 full-service offices in the U.S.
Nearly 10,000 Partner Network Team Members. Over 102,000+ Completed Projects Each Year.
Nearly \$2 Billion dollars in combined Annual Revenue."

In considering this project and our plan to meet its demands, the Thompson team established key factors that will ultimately make this a success. Throughout this submittal, we demonstrate how considerations have shaped the development of our team organization and sub-consultant selection, the presentation of our critical experience, and the formulation of the approach presented.

Along with the right blend of technical expertise and regional experience, the Thompson team provides the PRDOH with targeted local resources to meet the demands of this aggressive schedule, which will involve initiating numerous simultaneous tasks to ensure that we meet





Thompson

milestones and produce viable alternatives that are informed by environmental realities and community and stakeholder needs.

Thompson Construction Group has been in business for over 30 years, and operates an industry leading network of FEMA Disaster Response and HUD CDBG-DR restoration and reconstruction project specialists each with more than 5 years of residential reconstruction experience. Please view attached resumes for key team member project experience details.

Thompson, and Thompson team members hold the necessary licenses needed to work within the geographical boundaries of this undertaking. If any additional licenses are needed, they will be secured before contractual obligations are accepted.

The Thompson team has participated in nearly every major FEMA or HUD CDBG-DR funded recovery effort since 2005. See key member resumes for major projects, area of participation, and contract values.

The Thompson team is proud to hold the RECORD for the fastest home delivered in CDBG-DR history while participating on the Hurricane Matthew response with the South Carolina Disaster Recovery Office. We are also proud to lead all current programs in South Carolina in total residential rehabilitations completed, while achieving the fastest average completion pace.

Thompson has extensive historical restoration experience. We will work with PRDOH and follow all guidelines further detailed.

Thompson team members have extensive experience on previous federal projects where Lead Based Paint remediation, Asbestos removal, and environmental mitigation were conducted. Our active construction participants are trained and certified in proper techniques to meet state, OSHA and EPA regulations. To further support our commitment to all environmental compliance needs we are partnering with local HUB certified remediation specialists to ensure all construction efforts are monitored and compliant.

Thompson Construction as a prime is currently leading the construction efforts on the Texas, South Carolina, West Virginia, and North Carolina CDBG-DR reconstruction programs. We are proud to have delivered the first houses in the newly launched Robeson County NC CDBG-DR program. Our team is also comprised of builders acting as subcontractors on responses to Hurricanes Katrina, Gustav, Ike, and Super Storm Sandy.

In compliance with HUD environmental guidelines, our pre-construction team will ensure the site clearances, licenses, permits, notifications, and required communications are in place to meet every federal, state, municipal and program regulation before any choice limiting actions are conducted by a member of our team. Our job sites are monitored for safety compliance that adhere to OSHA 29 CFR 1926 Standards for Construction. We also prescribe to the OSHA Recommended Practices for Safety & Health Programs in Construction. We will assist applicants who may require help in vacating their damaged property, use materials of average or better quality new construction, in accordance with 44 CFR § 206.117(b)(4)(iii), and take into account

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the accessibility needs of the occupant. Thompson will perform repairs to accessibility features and accessible routes guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD Design Details for Accessible Disaster Relief Housing.

Key Personnel:

Greg Thompson:

Greg A. Thompson is the Chairman of Thompson Industrial Services, LLC, President and CEO of Thompson Construction Group, Inc., all located in Sumter, South Carolina. Greg has established himself as a savvy businessman, conscientious employer and dedicated family man. The Thompson family of companies has a broad and diverse business that covers every aspect of the construction market as well as significant growth in operations support and maintenance services.

Curtis Hutto:

As Chief Financial Officer, Curtis is responsible for the overall financial management of the company, including strategy and planning, accounting, tax and treasury. He also serves on the Board of Directors for the company.

Curtis has previous experience working for a publicly traded land development and real estate entity and a public accounting firm serving a client base from a variety of industries.

Timothy McCoy:

Tim McCoy brings 23 years of Project Management experience to the team. Tim began his Disaster Response work in 2005 following Hurricane Katrina. Tim has acted as the Director of Government Services in charge of all facets of the undertaking for responses to Hurricane Katrina, Hurricane Rita, Hurricane Gustav, Hurricane Ike, Deepwater Horizon Oil Spill, Tuscaloosa Alabama Tornado, Joplin Missouri Tornado, Louisiana 2016 Flooding, and most recently as an advisor on the current South Carolina Super Storm 2015 recovery.

Benjamin Diebold:

Ben Diebold leads both national and international disaster recovery operations, as the Senior Project Manager for Thompson Government Services, and serves as senior consultant for the crisis management and emergency response programs. Thompson is a turnkey sole source provider of program and construction management services for a variety of stakeholders ranging from federal, state, and local government organizations to private sector clients.

Mr. Diebold is responsible for Thompson's planning, management, and oversight in all disaster recovery and construction management projects.



Thompson

Project Specific Experience:

- Hurricane Katrina and Rita August 2005: Drainage Projects
Locations: New Orleans Parish, Jefferson Parish, City of Mandeville, St. Bernard Parish
Value: \$49,000,000
- Hurricanes Gustav and Ike September 2008: Drainage Projects Locations: St. John the Baptist Parish, Terrebonne Parish Value: \$16,000,000
- Tornado Cleanup May 2011, Asbestos Remediation Locations: Tuscaloosa, AL, Joplin, Missouri
Value: \$2,000,000
- South Carolina 2015, Severe Storms Recovery:
Working as a prime construction contractor for the program manager for the state of South Carolina Disaster Recovery Office to repair and replace residential housing damaged by the 1,000-year flood. Home Rehabilitation, reconstruction, and MHU placement
Location: Coastal South Carolina
Value: est. \$64,000,000
250 Homes completed, expect to complete 850 homes by end of project
- Louisiana Shelter At Home Project August 2016:
Home Restoration Location: Baton Rouge, Louisiana and surrounding areas
Value: \$6,000,000
600 Homes completed, current Thompson team members completed an additional 800 homes for various other Prime Contractors
- West Virginia 2016 Flood Event (CDBG-DR/State of West Virginia): Selected as a prime construction contractor for the program manager for the state of West Virginia, to repair and replace residential housing. Location: West Virginia
Value: est. \$58,000,000
Expect to complete 600 homes by end of project
- South Carolina Hurricane Matthew HUD CDBG-DR 2017:
Working as a prime construction contractor for the program manager for the South Carolina Disaster Recovery Office to repair and replace residential housing damaged by Hurricane Matthew. Value: est. \$85,000,000
Expect to complete 450 homes by end of project
- Texas General Land Office 2017 Hurricane Harvey – PREPS and DALHR:
Prime contractor to the Texas General Land Office and City of Houston for FEMA emergency repair projects PREPS and DALHR.
Programs value: est. \$20,000,000
With 1,400 Homes completed.

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JRE



Thompson

Staff Qualifications / Org Chart:

Thompson Construction Group has assembled a Team with diverse response backgrounds, unparalleled Puerto Rican construction experience, and unmatched national CDBG-DR performance. We will use licensed subcontractors where required by the PRDOH or local municipalities, and plan to meet or exceed all HUB/MWSBE/Section 3 utilization goals. Resumes attached.

Thompson Construction Senior Administration:

Greg Thompson - President and Chief Executive Officer
Curtis Hutto - Chief Financial Officer
Tim McCoy - Director of Government Services
Benjamin Diebold - Government Services

Puerto Rico Team Members:

Frank McCormick:
Senior Project Manager

Jose Falcón
Design Lead

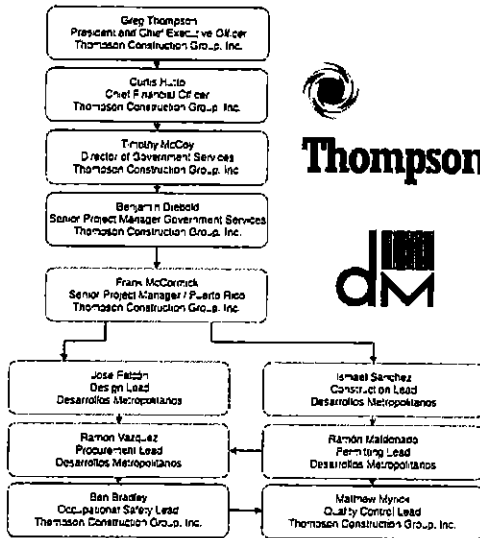
Ramón Maldonado
Permitting Lead

Ramón Vazquez
Procurement Lead

Ismael Sanchez
Construction Lead

Ben Bradley
Occupational Safety Lead

Matthew Myrick
Quality Control Lead



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Frank A. McCormick
Senior Project Manager

Frank McCormick is an experienced manager of construction and projects with over 15 years of industrial construction expertise. He comes to Thompson with a proven record of safety, quality, schedule, and budget achievements in multi-million dollar projects generally tied to government contracting.

EDUCATION BS - International Business - Bowling Green State University - 1990
 - Management Information Systems area of Specialization
 - 3 year ROTC scholarship / Honors College
 - Drury University, MBA Program, Strategy and Leadership, 6 of 30 hours
 - Leadership and Management for Accelerated Performance Program, 2012, Owen Graduate School of Management, Vanderbilt University, Nashville, TN
 - Certified, Safety Trained Supervisor of Construction (STSC), July, 2017

MILITARY U.S. Army - Lieutenant Colonel - Engineer / Signal Corps Active Duty, 1990-2000.
 National Guard / Reserve, 2002-Present, Security Clearance, Secret. Government Contracting

EXPERIENCE Officer Trained
 Schools: OSHA 30 (4/4/2011), Command and General Staff College, Armor Officer Basic Course, Airborne School / Air Assault School, Signal Officer Qualification Course / Node Management Course, Signal Officer Advance Course / Combined Armed Services Staff School, Recruiting Company Commander Course, Theatre Contracting Certification.

April 2016- August 2017 General Manager of Operations, Petrochem Insulation Inc., Indiana Branch
 November 2015- April 2016 Vice President of the Americas, Shanahan Engineering (WoodGroup)
 February 2014 - November 2015 Director of Operations, Western Hemisphere, Shanahan Engineering (WoodGroup)
 October 2010 - February 2014 Senior Manager of Construction, Generation Construction, Tennessee Valley Authority
 February 2010 - October 2010 Construction Manager, FGD&C, Tennessee Valley Authority
 June 2007 - February 2010 Procurement Agent, Construction Contracts & Logistics, Associated Electric Cooperative, Inc.
 June 2008 - March 2009 KFOR 10 NATO Staff Engineer / Contracting Officer, Prishtina, Kosovo.
 March 2006 - June 2007 Start up and Commissioning, Operations, Primesouth, Dell Power Plant, Dell, AR (599MW).
 September 2003 - March 06 Director of Energy Programs, Delta Area Economic Opportunity Corporation:
 July 2004 - March 06 Task Force 134 (Detainee Operations) Staff Engineer / Contracting Officer. IRAQ:
 May 02 - September 03 Construction Manager - Owner, WLC Construction:

FR *McC*

JOSÉ J. FALCÓN GUZMÁN

15 ESTANCIAS DE CIDRA
CIDRA, PR 00739
(787) 396-2078
jfalcon@dmse.com

Construction Project Engineer with 27 year experience overseeing all phase of construction projects. Experience includes commercial, residential, hotel, institutional development, site, aqueduct and sewer project.

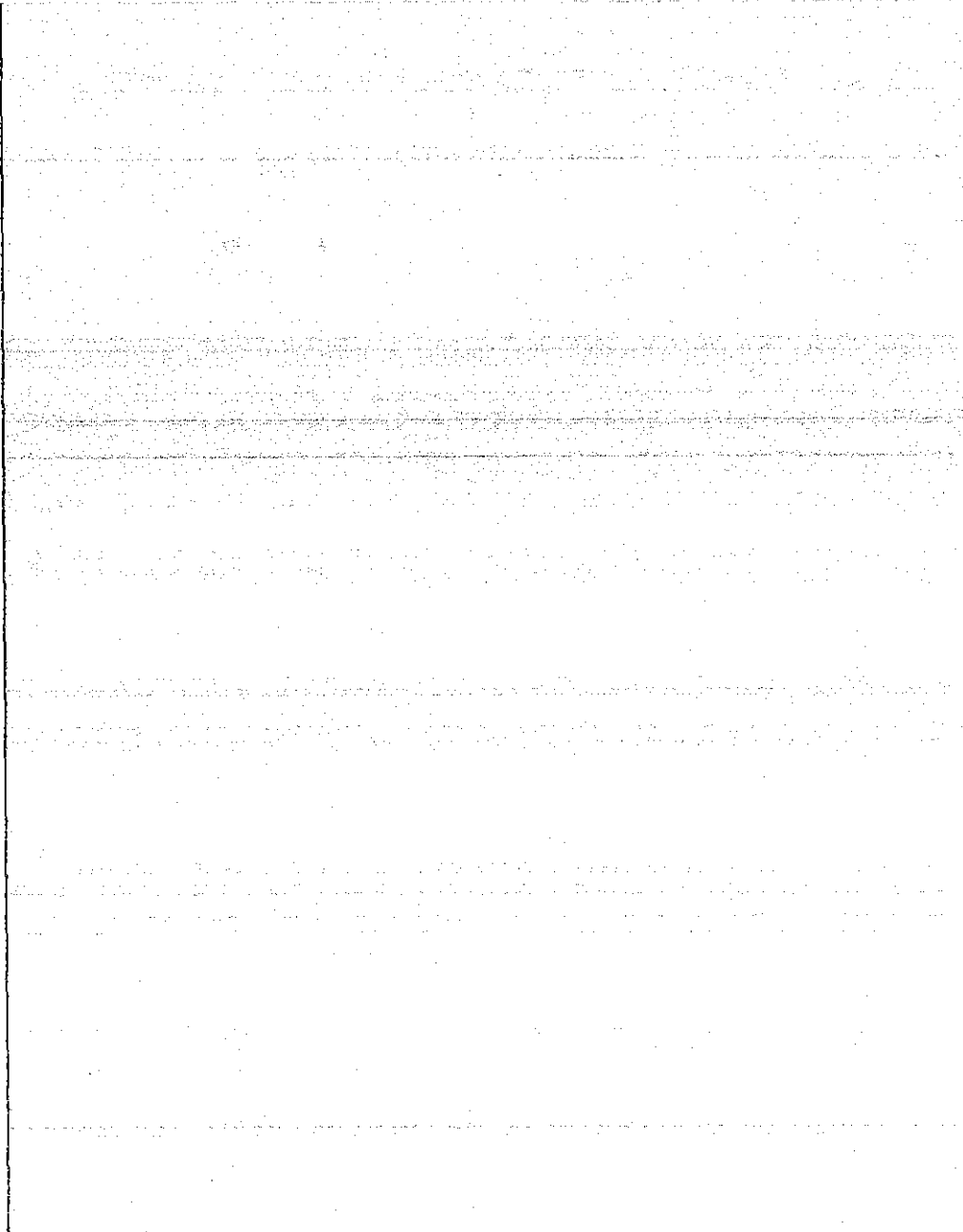
SKILLS AND ABILITIES

Strong leaderships
Develop ethical aptitude and attitude
Ability to work in team
Supervision of installation pos-tension cable tendons, steel rebar work, formwork and concrete pours
Knowledge of the following software packages: Microsoft Office (Excel, Word, Power Point, Outlook & Publisher) Lotus & Auto Cad
Bidding / Estimating / Proposals

EXPERIENCE

Construction Project Engineer, Desarrollos Metropolitanos, LLC
2002 – present

- **Complejo Recreo Deportivo del Este, Caguas PR \$3.8M**
Construction sidewalks, construction new parking area, interior work and termination.
- **Paseo Puerta de Tierra, San Juan PR \$9M**
- Construction sidewalks and recreational areas
- **Plan Maestro Pan Pepín, Bayamón PR \$1.7M**
Construction Parking Lot
- **View Point at Domenech, San Juan PR \$14M**
Construction a Building of 120 apartment complex with multilevel parking Structure
- **The Mall of San Juan, San Juan, PR \$4M**
Concrete slab over metal deck and concrete slab on grade
- **Bernardino Cordero Bernard Vocational School, Ponce PR \$22M**
Construction of High School with Vocational Workshop for 995 students
- **Plaza Barbosa, San Juan PR \$13M**
Construction of Walgreens Pharmacy Store, Commercial Building and Multilevel Parking Prefabricated Building for 683 vehicles
- **Atlantic Condominium, San Juan PR \$52M**
High Rise Residential Building, 381,100 sq.ft.
- **Gallery Plaza, San Juan PR \$75M**
- High Rise Residential Building, 672,000 sq.ft., two tower of 24 stories each one, 218 residential apartment



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- **Double Tree Hotel, San Juan PR \$5M**
Remodelation of existing hotel (Swiss Chalet)
- **Galeria Tower at San Patricio, Guaynabo PR \$46M**
612,000 sq. ft. of commercial and multilevel parking building.
Interior work for University of Phoenix, Jacob Construction, etc.
- **GAM Plaza, Guaynabo PR \$3M**
Commercial, Concrete and Structural Steel Building at San Patricio site
- **Walgreens Store at San Patricio Plaza, Guaynabo PR \$2M**
Commercial Pharmacy Store
- **Bed, Bath and Beyond at San Patricio Plaza, Guaynabo PR \$6M**
Commercial Store Building
- **Metro Tower, San Juan PR \$8M**
Office Building and multilevel parking

Construction Project Engineer, Miramar Construction Corp.
1999 - 2002

- **Capitol Office Building, San Juan PR \$10M**
Commercial and multilevel parking building
- **Mansiones del Paraiso, Caguas PR \$3M**
Residential development, one stories house

Construction Project Engineer, Quintero Construction Corp.
1997 - 1999

- **Sanitary Sewer System for Sandin Community, Vega Baja PR \$12M**
Construction of Sanitary Sewer System for Sandin Community and Pump Station

Construction Project Inspector, Autoridad de Acueductos y Alcantarillados
1989 - 1997

- Inspection of various sanitary sewer projects, aqueduct system, tank construction to store water from 250k gallons to 4m gallons, pumping station and wastewater treatment plants and plant construction for the filtration of drinking water

EDUCATION

Polytechnic University of PR - Civil Engineering - 1995
Colegio Tecnológico de PR - Associate Degree in Civil Eng. -1989

REFERENCES

Available Upon Request

John

PR

1075 Carr. #2
Coast Plaza Suehville Apt. 230
Bayamon, PR 00959
Phone: 787-420-6326
E-mail: moncsur94@gmail.com

ENG. RAMON G. MALDONADO MUÑOZ

Construction Project Engineer with 11 year experience overseeing all phases of construction projects. Managing and planning the construction project. Supervise of the total construction effort in accordance with design, budget, quality, and schedule. Experience includes commercial, residential, and institutional developments.

- Construction & Demolition Projects
- Bidding / Estimating /Proposals
- Basic knowledge in Windows, Microsoft Office Professional (Word, Excel),
- Auto Cad,
- Responsible and leadership abilities.

PROJECT ENGINEER, DESARROLLOS METROPOLITANOS, LLC

2003-Present:

- 2017-Present: Project Engineer at **Pan Pepin Facilities Expansion Project**. A \$14,300,000.00 expansion and new bread factory.
- 2015-2017: Estimating Department – Assist to pre-bid meetings, Site Visits, prepare take-offs, request price subcontractors and prepare proposal.
- 2014 - 2015 **New Vocational School** - \$14.6 MM, Corozal Puerto Rico – New School, GOLD Certified. 27,247 sf construction area
- 2012 – 2014: **Bernardino Cordero Bernard School** - \$22.9MM, Ponce Puerto Rico – New Vocational School, GOLD Certified. 223,082 Construction Area
- 2010 - 2012: **Santa Rita Apartment** - \$12.5 MM Rio Piedras, Puerto Rico – Construction of New Apartments Building. 126 apartment complex
- 2008 - 2010: Estimator, Desarrollos Metropolitanos LLC
- 2005 - 2008: **City View Plaza Phase II** - \$35.9 MM Guaynabo Puerto Rico – Office Buildings with multilevel parking structure for 1,100 vehicles. (Design-Build)
- 2003 – 2005: **Banco Popular de PR Vieques St. Bldg.** - \$31.6MM Hato Rey Puerto Rico - Demolition by implosion of existing building and construct new office building with multilevel parking structure for 1,429 vehicles. (Design-Build)

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University of Puerto Rico, Mayagüez Campus

BS; Civil Engineering, BS; Land Surveying, 2003

Colegio San Antonio de Padua

Isabela, Puerto Rico

- College of Engineers and Surveyors of Puerto Rico (CIAPR), EIT lic 21688
- OSHA 30 hours

Available Upon Request

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Ramón A. Vázquez-Collazo, P.E.

Camino del Mar #3029 Vereda del Palmar Street, Toa Baja, PR 00949

(787)-365-6555

vazarnic@gmail.com

CONSTRUCTION PROJECT MANAGER

Qualifications And Skills

- Professional Civil Engineer (PE 16526), 17 years in construction mainly in high rise buildings construction.
- Customer Care, Business Planning & Development, Change Management, Budget Planning, Strategic Planning, Reporting & Analysis, Blueprints Team Development, Productivity & Performance Improvement, Organization & Communication
- Experience in MS Office, MS Project and AutoCAD

Professional Experience

DESARROLLOS METROPOLITANOS, LLC (www.dnse.com)

Project Manager (September 2012 to Present)

Managed a \$ 14.6 MM Design-Build-Infrastructure Maintenance Contract for a 107,000 sq. ft. Vocational High School of the 21st Century (ARRA/APP Funds)

New Vocational High School at Corozal, PR

- Responsible for planning, executing, monitoring and closing.
- Supervised 6 Major Sub-Contractors.

Project Manager (May 2013 to Present)

Managed a \$ 4.6 MM Design-Build Contract for a Garage Parking Building of 447 parking spaces.

CFSE Parking Building at Bayamón, PR

- Responsible for planning, executing, monitoring and closing.
- Supervised 4 Major Sub-Contractors.

Estimating Department (August 2012 to December 2013)

I was responsible for assisting pre-bid meetings, developing and administration of cost estimates, obtaining permits, providing pre-acquisition input and assistance in due diligence, developing project scopes of work, bid packages and project budgets while negotiating contracts and quality control provisions.

Project Manager (October 2011 to July 2012)

Managed \$ 9.2 MM budget to refurbished and construction 102,000 sq. ft. School of the 21st Century (ARRA/PPP Funds)

Full Immersion Elementary School at Guaynabo, PR

- Responsible for planning, executing, monitoring and closing.
- Supervised 6 Major Sub-Contractors.

Project Manager (October 2010 to September 2011)

Managed \$ 11 MM budget to build a 88,000 sq. ft. 66' Height

B. Fernández & Sons Warehouse Expansion Building

- Responsible for planning, executing, monitoring and closing the project.
- Supervised 9 Major Sub-Contractors.

Project Manager (2007 to 2010)

Managed \$ 52 MM budget to build a 381,100 sq. ft. high rise residential building. (www.atlantissanjuan.com)

- Responsible for planning, executing, monitoring and closing the project.

- Supervised three Project Engineers, 12 Sub-Contractors and 110 union construction workers.
- Excavated 23,400 cubic meters to reach the bottom of the 3,300 cy concrete mat foundation.
- Poured 23,500 cy of concrete, placed 49,000 hundred pounds of steel reinforcement and 298,265 pounds of post-tension tendons.
- Installed 158 façade precast panel

Senior Project Engineer (2004 to 2007)

Managed \$ 75 MM budget to build a 672,000 sq. ft. residential and commercial high rise building. (www.galleryptcasanjuan.com)

- Responsible for planning, executing, monitoring and closing the project.
- Supervised four Project Engineers, 16 Sub-Contractors and 310 union construction workers.
- Excavated 45,700 cubic meters to reach the bottom of the foundation.
- Built a temporary concrete sedimentation tank to treat 600 gpm of ground water required by EPA.
- Drove 1,250ea 12 in. concrete pile, 18 ft. below ground water table.
- Poured 52,000 cy of concrete and placed 111,000 hundred pounds of steel reinforcement.
- Supervised the finishes of 218 apartiments, 12,500 sq. ft. Elevated Pool Deck, 16,000 sq. ft. of lobbies, 12,000 sq. ft. Pond Deck, 652 Parking Spaces and 70,000 sq. ft. Commercial Spaces.

Project Engineer (1999 to 2004)

Supervised the construction and finishes tasks of two construction projects.

- Galeria Towers at San Patricio \$ 45 MM budget to build a 612,000 sq. ft. commercial and parking building. (2002 to 2004)
- Embassy Suites Hotel at Dorado \$ 38 MM budget to build a 174 hotel rooms, 92 condo-hotel rooms, 40,000 sq. ft. Meeting Room and 16,000 sq. ft. Pool Deck. (1999 to 2002)

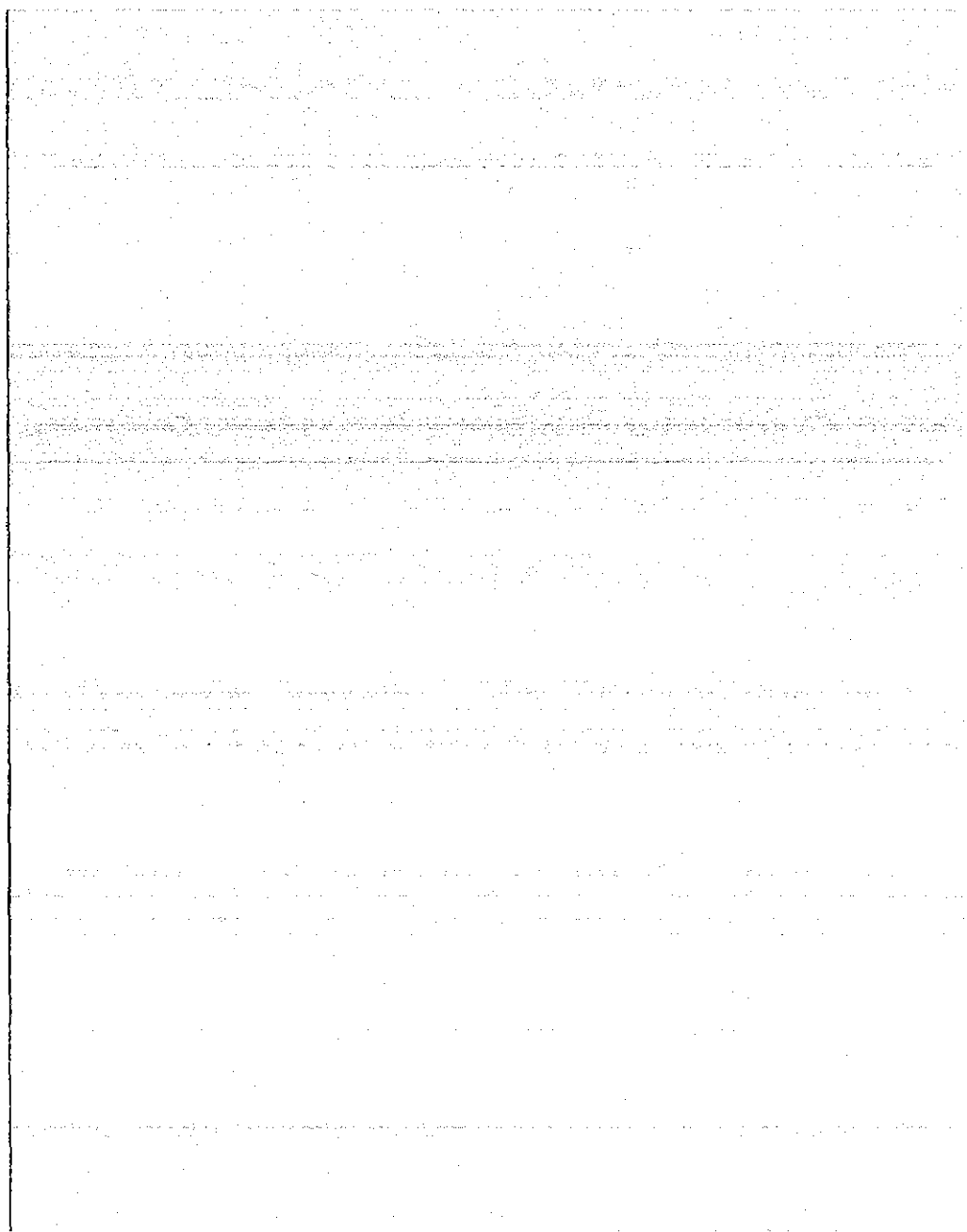
Achievements

- Increase the Company Fee by finished the project earlier than the contract time.
- Decreased the schedule time of concrete pours by develop a more efficient concrete slabs forms.
- AGC Puerto Rico Project Manager of the year. (2007)
- Desarrollos Metropolitanos Engineer of the year (2005)
- CEMEX Project of the Year, Galeria Towers (2004)

Education	BS Civil Engineer, University of Puerto Rico (RUM), Mayaguez	Dec. 1996
	Approved the NCEES Professional Engineer Examination	Oct. 1997
Professional	PMP Coaching, courses/seminars in hazardous waste, construction materials, project management, project accounting, EPA regulations, OSHA safety, employee involvement, and leadership.	
Technical	Surveying seminars, construction heavy equipments training and maintenance seminars.	

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B-11 Garfield Str., Parkville Sur
Guaynabo, PR 00969
787-272-3407
isanchez@dmse.com

ISMAEL H. SANCHEZ FIGUEROA

DESCRIPTION Construction Project Manager and Partner with 29 year experience overseeing all phases of construction projects. Experience includes commercial, residential, hotel and institutional developments.

SKILLS AND ABILITIES Construction & Demolition Projects
Change Order Management
Budgeting & Cost Controls
Bidding/ Estimating/Proposals

PROJECT MANAGER & PARTNER, DESARROLLOS METROPOLITANOS, LLC
1999-present

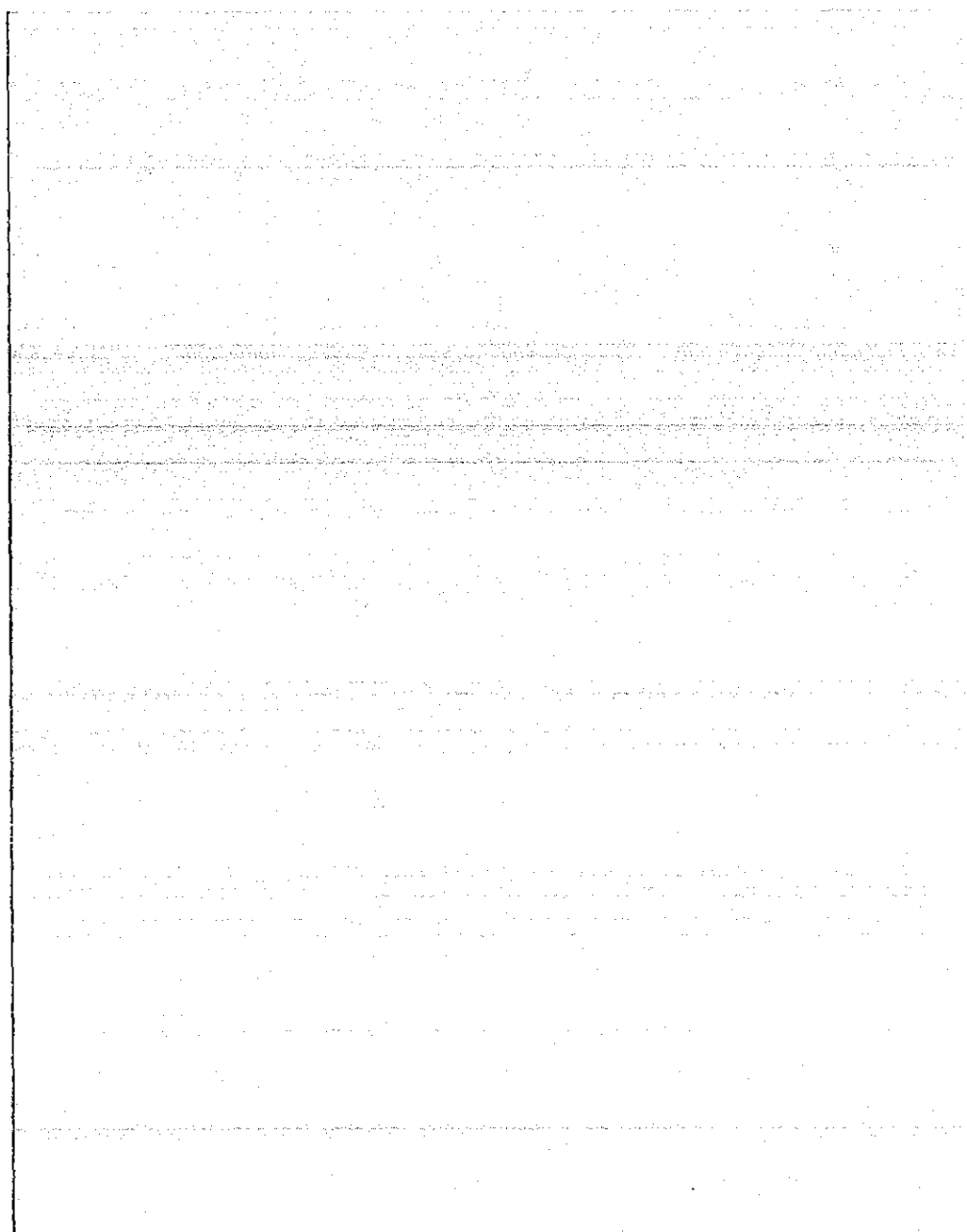
- **TOLIC Office Bldg. - \$5.7M.** Hato Rey, P.R. - Interior work for administrative offices.
- **PLA South Parking Deck Expansion - \$5.4M.** San Juan, P.R. - 328 parking spaces addition at PLA Mall.
- **Santa Rita Apartments - \$12.5M.** Rio Piedras, P.R. - 126 apartment complex.
- **Plaza Barbosa - \$12.7M.** Rio Piedras, P.R. - Commercial Buildings (2ea) with multilevel parking structure for 683 vehicles.
- **City View Plaza II - \$35.9M.** Guaynabo, P.R. - Office Buildings with multilevel parking structure for 1,100 vehicles. (Design-Build)
- **Banco Popular de P.R. Vieques Str. Bldg. - \$31.6M.** Hato Rey, P.R. - Demolition by implosion of existing building and construct new office building with multilevel parking structure for 1,429 vehicles. (Design-Build)
- **Embassy Suites Hotel & Condo-Hotel - \$38M.** Dorado, P.R. - 174 room hotel and 181 apartments Condo-Hotel.

PROJECT ENGINEER, DESARROLLOS METROPOLITANOS, LLC
1989-1999

- **PLA JC Penney to Mall Conversion - \$18.4M.** San Juan, P.R. - Shopping Mall renovation.
- **Ritz Carlton Hotel - \$54M.** Isla Verde, P.R. - 419 room hotel with multilevel parking structure for 800 vehicles.
- **El Conquistador Hotel - \$41.8M.** Fajardo, P.R. - Remodeling of 230 room hotel and construction of new ballroom, lobbies, restaurants, casino and BOH areas.
- **Howard Johnson Hotel - \$2.4M.** Condado, P.R. - Concrete structure for hotel expansion.

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**UNIVERSITY OF PUERTO RICO, MAYAGUEZ CAMPUS – BS IN CIVIL
ENGINEERING 1989**
COLEGIO SAN JOSE, RIO PIEDRAS – HIGH SCHOOL DIPLOMA 1983

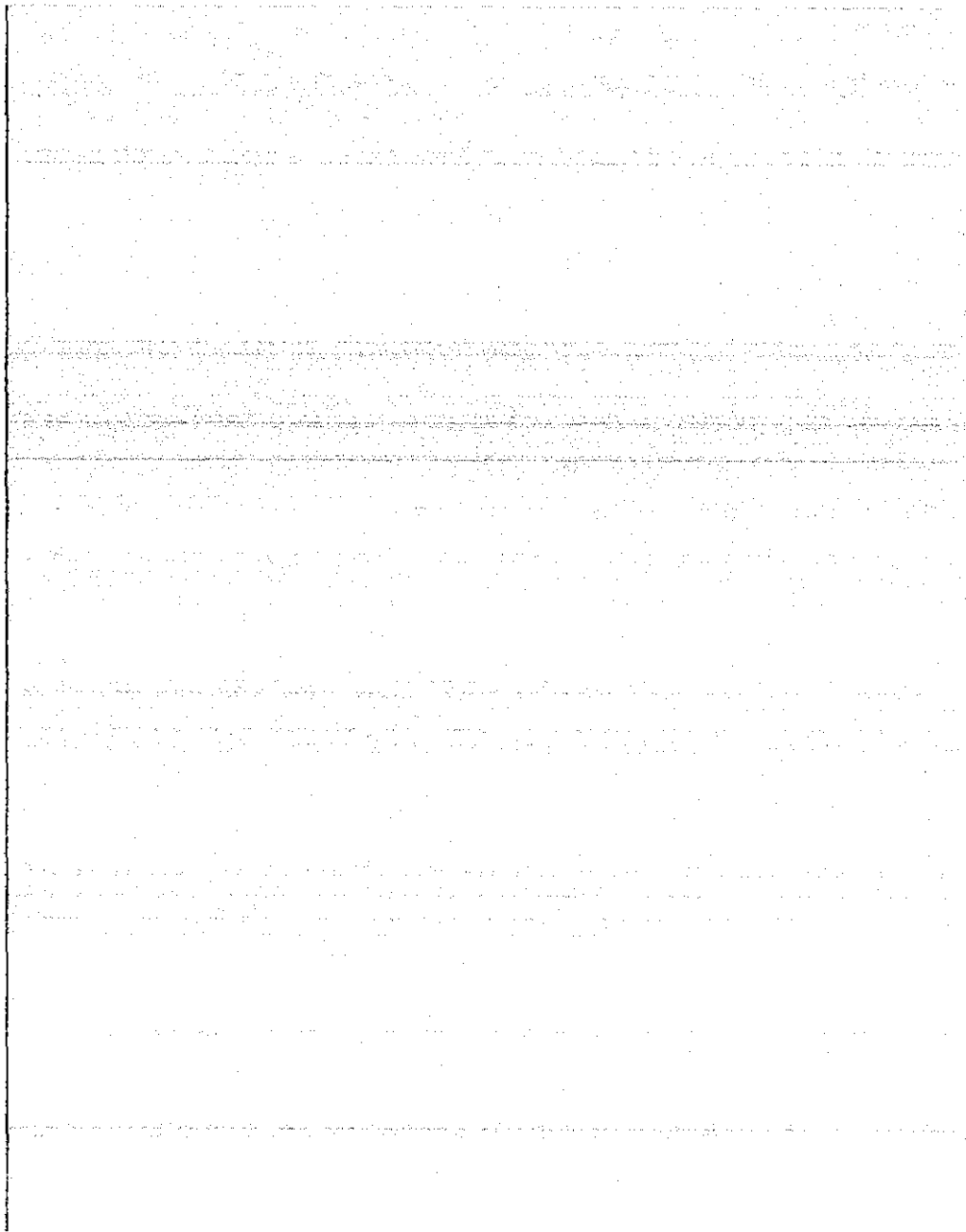
COMMUNICATIONS

Able to convey, listen, write and speak effectively in English and Spanish.

AGC Puerto Rico Chapter Board Vice-President & Treasurer (2006 to 2013)
PR Carpenters Union Welfare Plan Board Trustee (2005 to present)

REFERENCES

AVAILABLE UPON REQUEST



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Ben Bradley
Director of Safety & Leadership Development

Bio

Ben has been with the Thompson Companies since July 2013. He was hired as the Director of Safety and Leadership Development after retiring from the United States Air Force. Ben is an accomplished 20 year Air Force Commander, Officer, and Fighter Pilot. Early in his career, he held various positions such as Director of Standards and Quality Assurance as well as Chief of Instruction and Training Development. Later, he commanded an F-16 squadron with 52 personnel and 29 aircraft worth \$725 million. His unit received a 100% Inspector General compliance rating and was awarded the USAF's Safety Plaque for maintaining a perfect annual mishap record. Additionally, his squadron was lauded as the "U.S.'s top alert defense unit" by the North American Aerospace Defense Command (NORAD) Inspector General. Ben then moved up to be the Deputy Operations Group Commander at Shaw AFB where he led the USAF's largest fighter aircraft flying program without a mishap. In his final assignment as Deputy Operations Commander in Afghanistan, he led a \$5.7 billion combat operation with 600 personnel and 120 aircraft.

Education & Training

U.S. Air Force Academy, Colorado Springs, CO

B.S. Mechanical Engineering

US Marine Corps Command and Staff College, Stafford, VA

M.A. Military Studies

Villanova School of Business, Philadelphia, PA

M.S. Business Analytics

University of Tennessee Center for Executive Education

Smart Operations Executive Course

US Air Force Safety Executive Course

OSHA 30 Hour Construction Certificate

Responsibilities

- Directs Corporate Safety Policy and Practices
- Ensures Compliance with OSHA regulations and reporting requirements
- Conducts incident investigations and implements corporate wide preventative measures
- Creates and Analyzes statistical metrics to objectively measure company safety performance and focus prevention resources
- Directs Corporate Leadership Development Program



100 N. Main Street, Sumter, South Carolina 29150 (803)773-8005

Thompson

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Matthew Myrick

Project Manager

Bio

Matthew is an accomplished Program and Project Manager with a Masters in Public Administration and over 20 years of experience. Matthew joined Allied Response LLC in December 2017.

Representative Projects

- Responsible for representing SCDRO to the client for all aspects of projects from initial visit through completion
- Responsible for permitting, project budget, contracts, schedule, project prioritization, change order management, project QA/QC, and oversight of subcontractors
- Responsible annually for an estimated 700 projects totaling over \$400MM including remodeling, manufactured home replacement, and new construction
- Coordinated for compliance with EPA, Environmental impact, HUD and Federal acquisition and regulatory spending
- Led subcontractors and coordinated with prime contractors, client, owners, and state officials on all aspects of projects from permitting through completion

February 2017 - November 2017 Project Manager, FCS Construction

- Responsible for a 272 unit multi-family project consisting of 21 separate structures
- Responsible for project budget, contracts, schedule, payment validation, work breakdown and prioritization of work
- Responsible for Daily Administration of the Quality Program on Site
- Performs On-Site Welder Qualification Testing
- Performs and Documents Results of Field Inspections/Tests per Applicable Codes, Standards, Site Specific Quality Plan and Site Specific Specifications

Education & Training

2016 - PMP Course, Value Money EDU, Shaw Air Force Base, Sumter, SC 40 hours

2013 - 2014 Command and General Staff Course, Fort Leavenworth, KS 11 Months

2009 - 2010 Masters Public Administration, Webster University, St. Louis, MO

2009 - 2010 Engineers Captains Career Course, Fort Leonardwood, MO 9 Months

2000 - Engineer Officer Basic Course, Fort Leonardwood, MO 6 Months

1998 - 2000 Bachelor of Arts, General Studies, Northwestern State University, Natchitoches, LA

100 N. Main Street, Sumter, South Carolina 29150 (803)773-8005

 **Thompson**

Matthew Myrick

MM



Thompson

Work Approach and Methodology:

Work Plan:

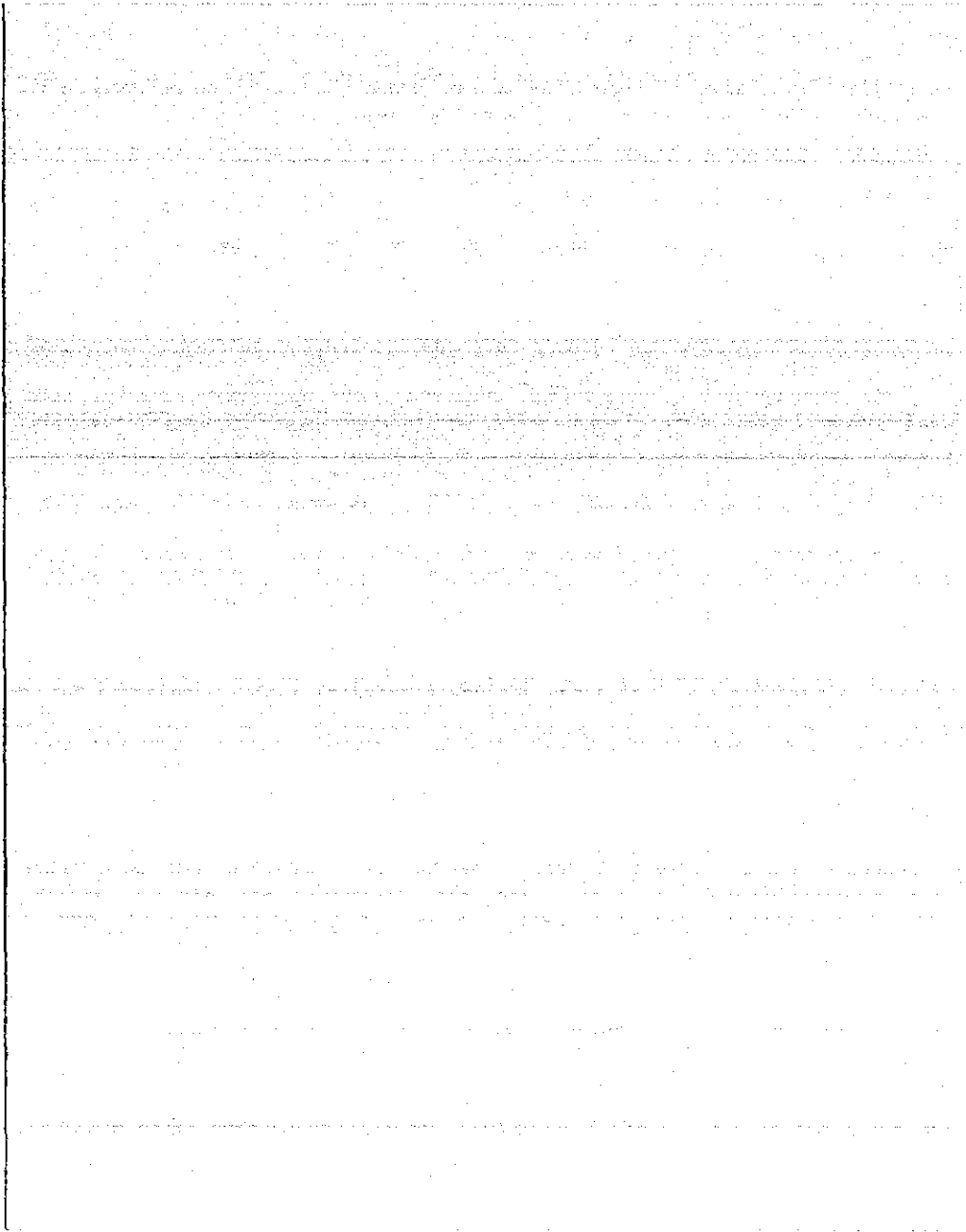
If awarded a PRDOH contract, we will discuss details and expectations with PRDOH and project management, but based on all current information and guidance our suggested plan is as follows.

1. Submission of architectural plans, renderings, floor plans and elevation for approval by Program Management Company.
2. Receive Work Order
3. Obtain all pre-construction permits
4. Order and organize construction materials and labor
5. Send Storage Container (POD) to homeowner for temporary storage of personal belongings during construction – when homeowner is moved out utilities are disconnected. (Thompson will assist homeowners in vacating their damaged home, if necessary.)
6. Organize and execute demolition and site preparation for Reconstruction
7. Based on elevation certificate prepare site for any needed Reconstruction elevation
8. Home Reconstruction and installations
9. Post-construction inspections and issuance of Certificate of Occupancy
10. Key turnover and warranty explanation visit with homeowner
11. Scheduling pickup of POD after verified move-in is completed

Rehabilitation Steps:

1. Participate In Individual Site Visit. Submit of sketches, photos, floor plans and estimated cost of repair for approval by Program Management Company.

We will work with our Project managers to develop of a thorough scope of necessary repairs. Our licensed assessors use the most current technology and devices to generate the most HIGH FIDELITY Estimates in the industry. Our Leica laser measurement devices are accurate within 1/16th of an inch. Our DroneDeploy piloted aerial roof inspections are accurate within 1/10th of a square without needlessly putting an inspector on a roof just to measure. All our assessors wear GoPro cameras during all inspections to fully document current conditions in 4k video for archive and audit needs. Our 360 degree FUSION technology allows us to generate full 360 models of



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Thompson

each room in stunning 4k resolution. All of these assets will be full available via our portal, and can be shared at any time to any stakeholder via Google Drive or Dropbox.

Thompson will coordinate with the property owner and his/her family and case management from assignment to obtaining any needed certificate of occupancy for closing.

2. Receive Work Order
3. Obtain any necessary pre-construction permits
4. Order and organize construction materials and labor
5. Complete work as ordered

In addition to mandated inspections for code compliance, Thompson welcomes PRDOH to conduct quality checks at critical points in the process. The idea is to catch as many potential problems as possible before construction is finished, though some issues may not surface until the homeowner has lived in the home for a period of time.

For safety as well as logistical reasons, Thompson discourages homeowners from dropping in unannounced at the construction site. We ask that PRDOH reinforce the message that if they'd like to pay a visit, to be sure to arrange it in advance. Thompson will conduct regular walkthroughs to bring them up to speed on the progress of the work.

6. Conduct any necessary Municipal inspections
7. Request Final Site Visit from Program – Conduct Final Site Visit.
8. Follow-up Key turnover and warranty explanation visit with homeowner

Responsive and Responsible Project Management:

Our program management team and resources will set up centrally located field offices across the state, giving us ready access all affected counties.

Thompson will ensure that all team project management personnel are identified by a standard color collared shirt and photo identification.

The depth of our program and assistant program manager's direct experience managing large contracts in multiple locations has been a key to the success that the Thompson team has had in recent FEMA and HUD program applications.

Thompson will ensure compliance with all aspects of the Action Plan. Thompson will approve all specifications on work and materials used in the execution of the work order.

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Thompson

Random spot check and upon request quality control checks will be conducted by Thompson Project Managers.

Thompson will meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures. Thompson will monitor each housing unit at least once every two weeks for compliance with construction progress and quality and safety inspections.

Scheduled quality control checks will be made before submitting a house to program or county final inspection.

A Thompson Project Manager will be on site with contractor at the time of final inspection. Thompson will ensure compliance with all Federal, State, and Local Environmental standards and follow all established environmental standards during the conduct of all work for the duration of the contract.

Thompson will ensure strict compliance with all FEMA or HUD standards and will adjust to any updates.

Customer Service Plan:

The Thompson team prides itself on our dedication to homeowner customer service.

We understand the added stress that these homeowners are under during the duration of the onboarding, processing, and construction phases.

We aim to manage their expectations and needs through focused and regular contact. Thompson will provide a local and toll free number for customer service questions and warranty inquiries that will be made available starting during the work order assignment phase.

Customer service representatives will be available by phone and email, 7 days per week.

Expectations:

1. Upon receipt of work order, a Thompson representative will call the homeowner to review with them the scope of work and estimated time frame to which it will be completed. If not currently moved out, Thompson will gather a homeowner projected move-out date, to be reported to program manager.
2. Weekly Updates. A Thompson representative will call the homeowner weekly to update them on the progress of their work order, and answer any questions that may arise during the process.
3. Upon completion of the work order, a key-turnover event will be scheduled with the homeowner and commitment to warranty representation reiterated and explained.

Financial and materials tracking and reporting process:

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JAC
PAC



Thompson

Our compliance and monitoring is in line with the expectations of focus on:

- FINANCIAL REPORTING
- ACCOUNTING RECORDS
- INTERNAL CONTROL PROCEDURES
- BUDGET CONTROL PROCEDURES • ALLOWABLE COSTS
- SOURCE DOCUMENTATION

While supplementary and internal processes may be executed for materials tracking and reporting, Thompson is committed to daily and regular updates of all program platform expectations. We are in full compliance with the accounting standards set forth by the Carbon invoicing system and GAAP.

Our project managers and inspectors utilize Housing Quality Standards and municipal ordinance checklists to verify compliance with all construction standards. Quality control is built into every process to make sure each Thompson is ready to withstand not only a FEMA or HUD audit, but a HUD OIG audit.

Thompson on site construction training leads will work with each case manager, environmental specialist, damage assessor, construction inspector and all administrative staff to develop systems for a construction-focused audit and close out from the beginning.

Thompson will respond to all program open records requests in a timely manner.

Materials:

Thompson's purchasing process will include a discussion of procedures for securing quality, products and competitive prices for services and materials

The Thompson procurement department will assist in the procurement of all project materials and services and will verify that those products will meet program, State and HUD Green standards.

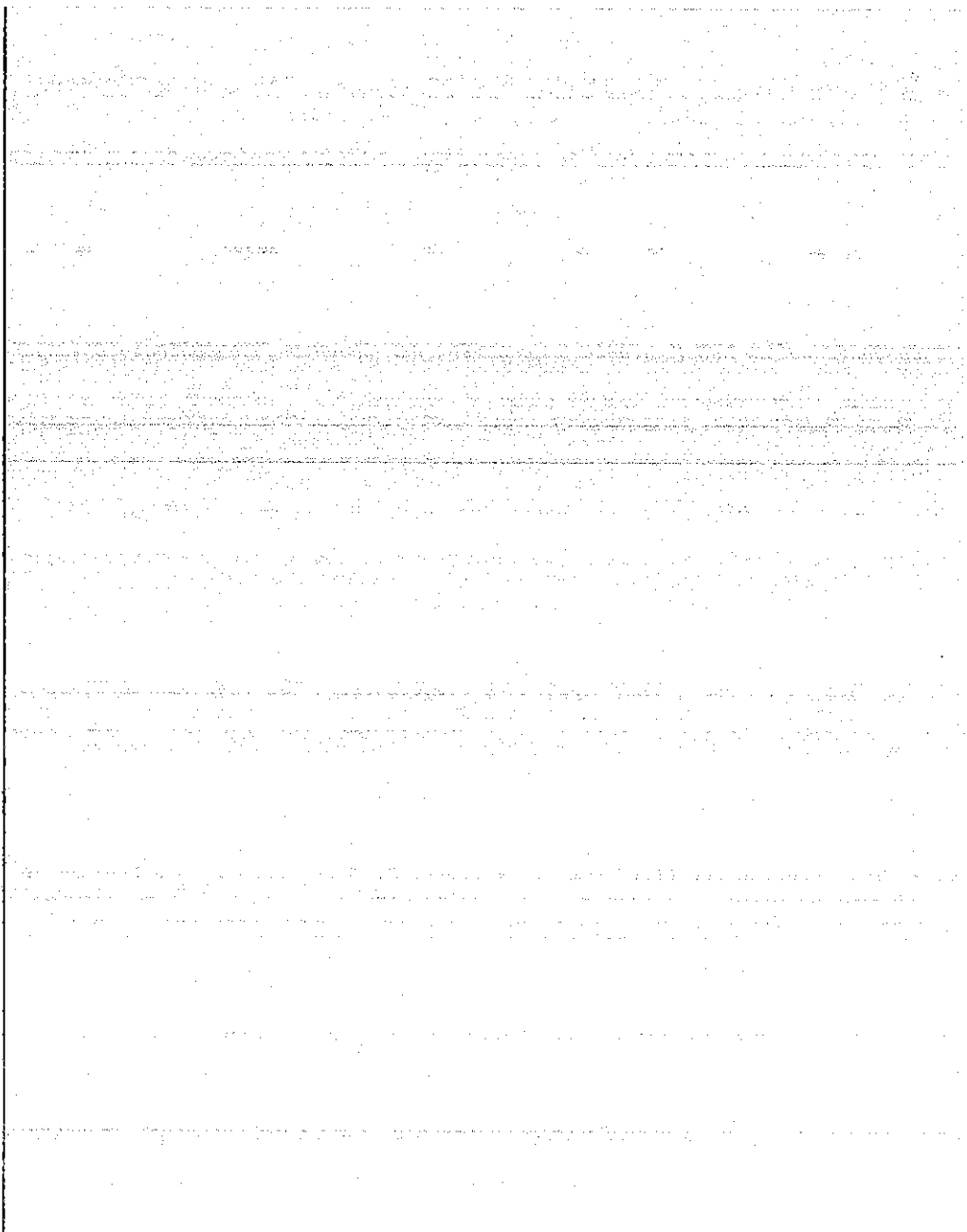
Pre-construction subcontractor briefings will be used to relay and reinforce the commitment to those standards and purchasing guidelines.

An additional emphasis will be added on products and materials that can be sourced directly in Puerto Rico.

Change Orders:

Thompson is always committed to a course of action that limits the need for change orders to only unforeseen damages or incidents. Involvement in creation or thorough review and verification of the scope of work is the first step in addressing possible change orders.

When a condition arises where a change order is necessary, Thompson will require detailed



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Thompson

notes, measurements, pictures, and reasoning that all tie in to original Estimated Cost of Repair and Narrative explanations.

A Change Order request will be drawn and submitted to program specifications, either via program platform, or print delivery with verified receipt.

Upon approval of change order request, the work attached will be ordered for immediate start. When final invoicing for the work order is done, a copy of the change order approval will be attached, with a work order medication document.

Quality Control Plan:

Thompson will approve all specifications on work and materials used in the execution of the work order, and will monitor for compliance with construction progress and quality and safety inspections. Thompson Project Managers will conduct quality control checks upon request, and will be scheduled prior to submitting a house to program or county final inspection.

Additionally, our software enables project managers to monitor quality control remotely in real time using before and after photos uploaded by contractors as they complete work order assignments.

Thompson will ensure compliance with all Federal, State, and Local Environmental standards and follow all established environmental standards during the conduct of all work for the duration of the contract. Thompson will ensure strict compliance with all FEMA standards and will adjust to any FEMA/HUD updates.

Work Capacity:

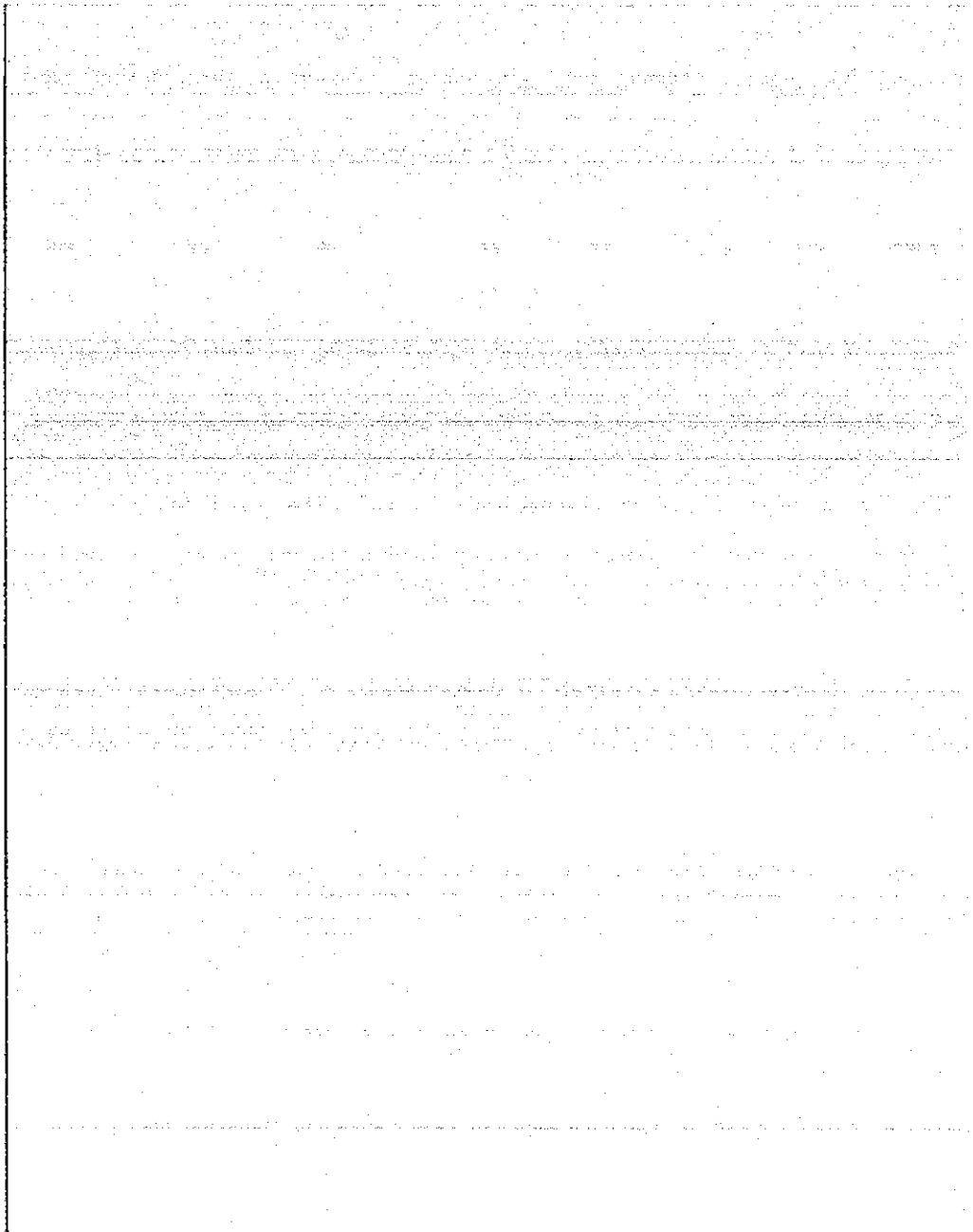
With adequate volume of work order assignments to allow for efficiencies in management, Thompson is comfortable committing to being able to complete all work orders assigned. We have capacity across the island of Puerto Rico to complete all reconstruction work orders in the program if allowed. A conservative prediction of scaling for us in this program is:

Residential New Construction:

Month 1: Mobilization, Site Preparations Begin
Month 2: 15+ Units/Month completed
Month 3: 30+ Units/Month completed
Month 4: 40+ Units/Month completed

Estimated Work Load

Thompson Construction believes in the 5 to 1 methodology of work assignment. We plan to assign 5 houses to each 1 site superintendent. We assign 5 site superintendents to each 1 Project Manager.



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Insurance:

All required bonding and insurance needs will be in place for execution of contract.

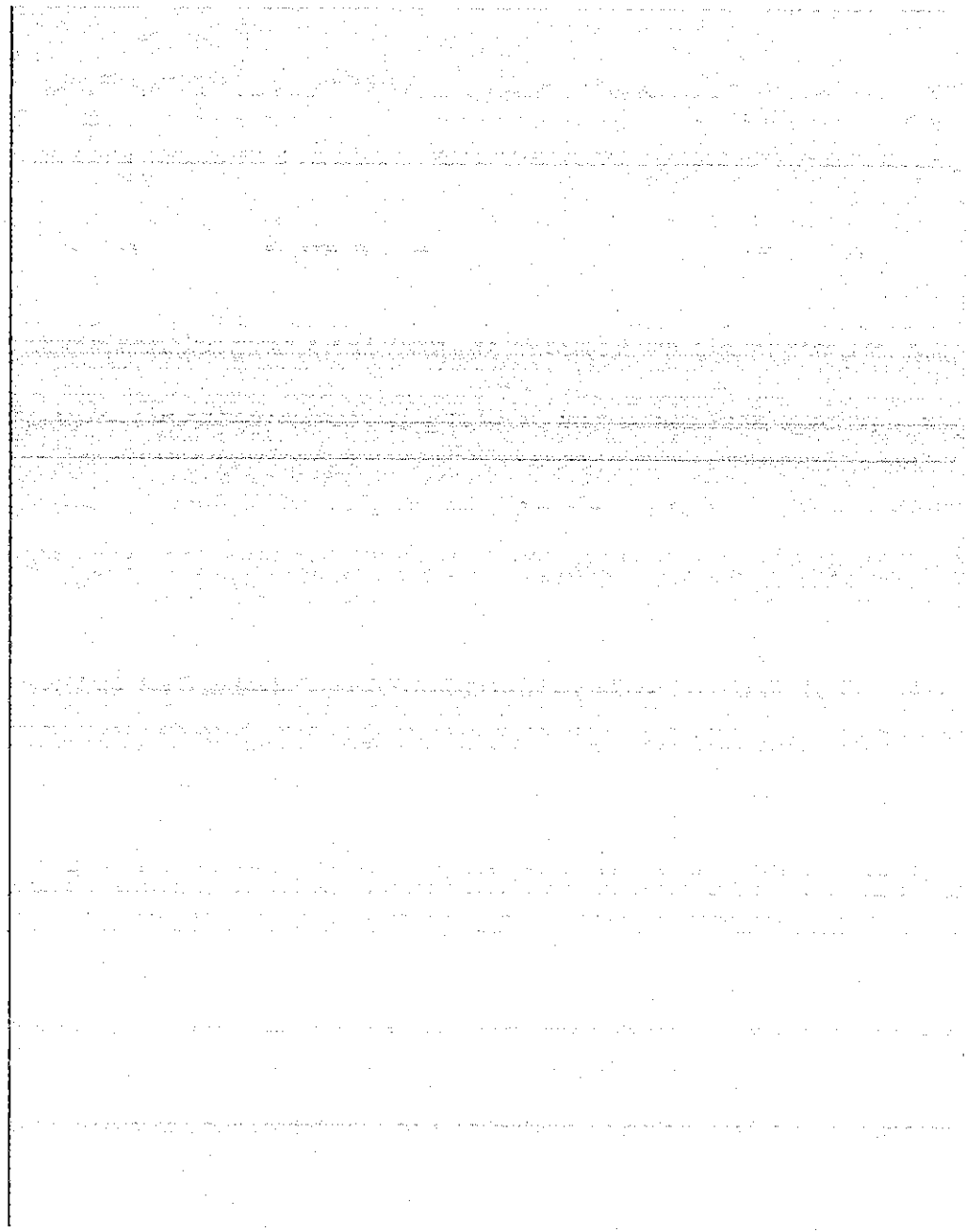
Mobilization Plan:

Thompson Senior Project management will be on site within 72 hours of contract award. Team support staff including Project Managers, Site Safety Leads, Project Engineers, Customer Relationship Managers and Construction Superintendents will immediately follow.

Deployment of construction crews will happen within 72 hours of receipt of qualified ready work orders from project manager. Each construction site will have a minimum of FOUR team members, including ONE Thompson team Project Manager.

Thompson will provide a minimum of one Project Briefing to the program manager per week which outlines all current work to date, all work currently underway, and all future operations planned.

With an operating office in place in San Juan, and existing relationships with neighboring municipalities, Thompson firmly commits to be fully mobilized and operational within thirty (30) calendar days of contract execution.



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1 LEVEL MODELO HOUSE 3:2

DESARROLLOS METROPOLITANOS & THOMPSON CONSTRUCTION GROUP

JORGE DEL RIO ARQUITECTOS, C.S.P.

URB. SANTA ANA, A-6 CALLE YALE, SAN JUAN, PUERTO RICO

Del Rio
JKR

1 LEVEL MODEL HOUSE 3:2 DESIGN NARRATIVE

(I) CODES TO BE USED FOR MODEL HOMES

The single story three (3) bedroom and two (2) bathroom design will comply with the current Puerto Rico Building Code 2018 and applicable Federal Design codes and standards.

(II) SPACES PROVIDED & LAYOUT FUNCTIONALITY

The residence will be designed to promote the innovation by incentivizing design that incorporates new materials and technologies, responding to the best practices and current construction codes.

The proposed residence layout will be an affordable resilient structure that at the same time will provide a pleasant and functional interior environment, flexibility to adjust based upon the family size, high energy efficient, environmentally responsible construction with great quality and durability, and low operating and maintenance expenses; responding with the current and future necessities of new development of affordable housing in Puerto Rico. With a compact layout of 1,000 sf the single-story house that fits into a minimum lot size it is organized into two major functional areas, the "public area" and the "private area". The public area has been designed as an open floor plan, combining the living room, dining, and kitchen area into a single great room, this design strategy not only maximizes the interior space, but also promotes cross ventilation, natural daylight, and more views from the interior to the exterior. In a more private area are located two (2) guest bedrooms, one (1) bathroom, and (1) master bedroom with one (1) bathroom. All interior spaces, including bathrooms are provided with daylight and natural ventilation. The single story base model was designed to be ADA compliant, and can be easily adaptable from three (3) bedrooms, two (2) bathrooms, into a four (4) bedroom home, (2) bathroom.

(III) PROPOSED CONSTRUCTION MATERIALS

GCT Structural Insulated Building Components will be the main construction material for all the building components: floor, walls, roof, and interior walls. The prefabricated lightweight sections consist of an expanded polystyrene (EPS) core with steel wire connector, placed between two layers of galvanized steel welded wire mesh, covered with high strength concrete mortar. The system has been tested and proven to be hurricane resistant, earthquake resistant, load resistant, fire resistant capabilities, and high sound resistance. The system not only complies with all the applicable codes, but also adds additional benefits during the construction time, quality assurance and related costs. The proposed system has been used in various built projects in Puerto Rico approved by OGPE; furthermore the GCT Structural Insulated Building Component system has been submitted as a Construction System Product to OGPE to receive approval from the agency.

(IV) PROPOSED CONSTRUCTION METHODS

The GCT Structural Insulated Building Components can be manually positioned by fewer personnel than traditional methods. The insulation can be easily cut to allow concealed placement of plumbing and electrical lines. As a final step the structural mortar is applied to the panel surface. The installation process is easy, clean faster, and does not require specialized equipment, resulting into a time and cost-effective system.

(V) ENERGY EFFICIENCY OR WATER CONSERVATION

As part of the design strategies it has been considered the building thermal envelope as whole; the expanded polystyrene EPS core acts as a barrier to thermal bridging. The selected GCT components for the design have an R-value of 21 for roof, and an R-value of 12 for walls, providing a higher R-value than traditional construction methods, allowing to increase the interior thermal comfort, and exceeding code requirements.

As part of the passive control design all interior spaces will be provided with natural light and natural ventilation, thanks to the combination of the open space layout and jalousie windows in all interior spaces. A solar water heater and low consumption plumbing fixtures will be specified to promote energy efficiency and water conservation.

(VI) SUSTAINABLE DESIGN

The whole building design approach intends to achieve a resilient and environmentally friendly building. Low cost passive design strategies include: interior cross ventilation, daylight illuminance, operable window, windows overhangs, higher R-Value achieved by GCT insulated components, and low-sloped roof area with high solar reflectance index (SRI) greater than 78.

To reduce indoor air contaminants, it will be specified the use of low-emitting adhesives, sealants, paint, and coatings. In addition to the aforementioned benefits of the innovative GCT components, the system contributes to achieve a higher recycled content within the construction material, the use of regional material, and construction waste reduction. As part of a responsible and environmentally friendly approach during construction a waste management plan diverting recyclable material from landfills will be implemented.

(VII) EXPECTED TIME FOR CONSTRUCTION

The GCT Structural Insulated Building allows for quick assembly of walls and roof panels with less labor and equipment as these are very light weight. After all the components are installed, the structural mortar trade will commence delivering a final shell, ready for finishes in a very short period, less than with conventional concrete and with almost no formwork. The complete shell of the three-bedroom, two bathroom home, including the concrete floor, can be delivered in one month. The finished home can be completed and turned over in less than four months.

(VIII) NECESSARY STRATEGIES TO MEET DESIGNATED BUDGETS

The main strategy of using the GCT Structural Insulated Building system is understanding the flexibility of the lightweight panels. As these are assembled in place, the layouts of the new home can be easily adapted to different site conditions, which is not the case of conventional formwork. The overall costs of labor and materials are fixed, negotiated and incentivized so that overall time is of the essence. As such, any variations of layouts will not adversely affect the costs and the designated budgets will always be met.

(IX) HOW THE HOME COMPLIES WITH THE GREEN STANDARDS

The home model has been carefully designed following the selected green standard, "Permiso Verde" from OGPE. The following description shows the minimum intended points to be achieved for the "Permiso Verde" certification, however due to unknown site locations, variations, and/or particular site conditions, each home will be evaluated on a case-by-case basis to determine any additional requirements and compliance for the "Permiso Verde" certification.

"Permiso Verde" certification is divided into six categories for a minimum of 20 points to receive the certification. (i) "Planificación, ubicación, emplazamiento y diseño" (P) for a maximum of 26 points; by the use of a high solar reflectance index (SRI) for the roof area, can be achieved at a minimum one point and up to nine points depending on the site location, public transportation access, and community development on urban areas. (ii) "Eficiencia Energética e Impacto Global" (E) for a maximum of 36 points. With the combination of GCT Structural Insulated Building Components, energy efficient lighting fixtures, energy efficient home appliances, natural daylight and natural ventilation, it will result into a minimum of 14% of energy reduction from the baseline: achieving two points at a minimum. (iii)



1 LEVEL MODEL HOUSE 3:2
DESIGN NARRATIVE

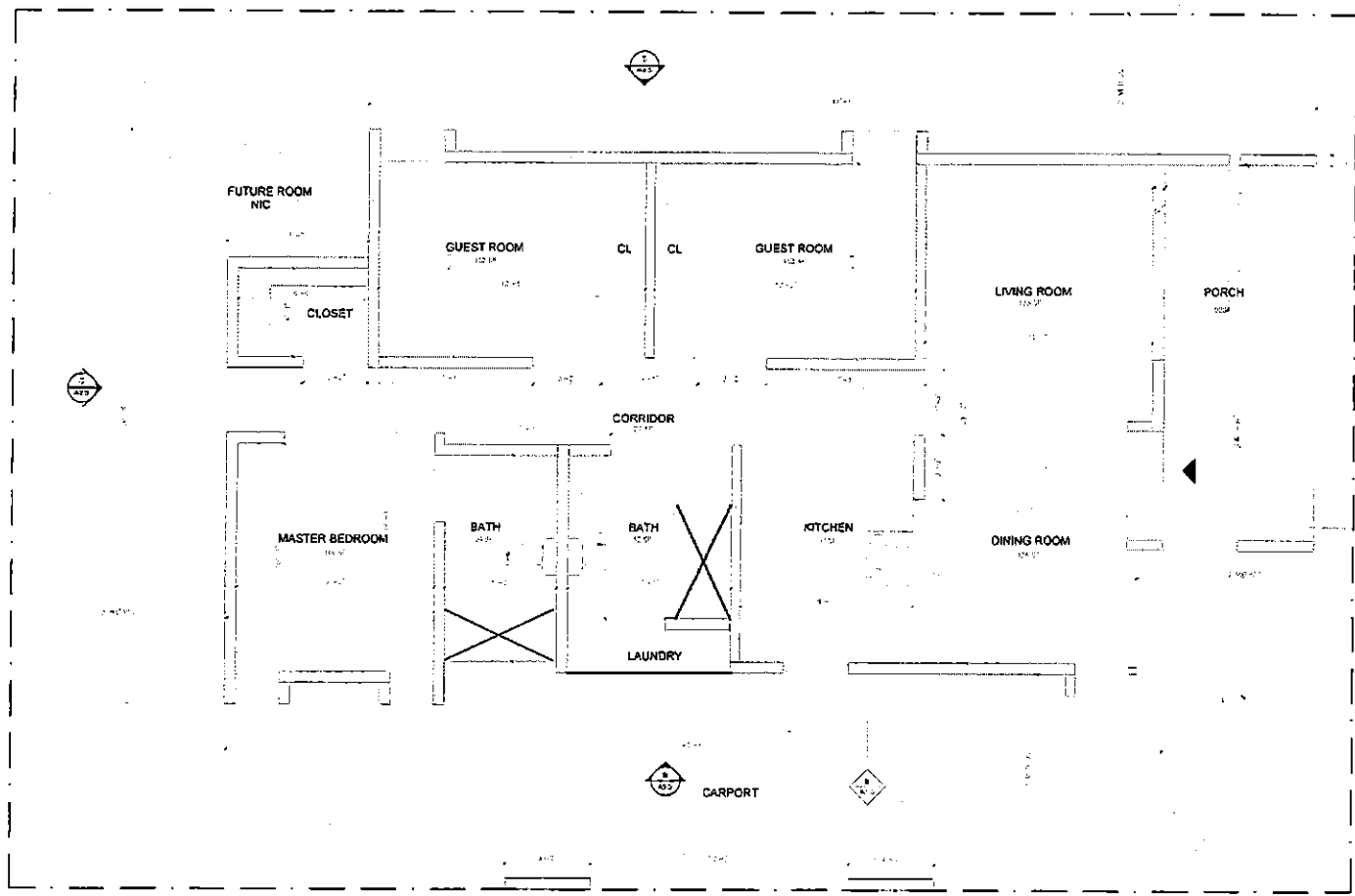
"Eficiencia en el uso y conservación del agua" (A) for a maximum of 16 points. All plumbing fixtures will be high-efficient plumbing fixtures; which will result into a 40% of water use reduction for a total of four points achieved in this section. (iv) "Conservación, uso apropiado y eficiente de materiales y recursos" (M) with a maximum of 20 points achieved. As possible, building materials will be specified to have a high recycled content, been regionally extracted, processed and manufactured locally, which will contribute to promote local economy. As well during construction contractor will be responsible to follow a Construction Waste Reduction Plan to deviates recyclable materials from landfills. These strategies will allow to achieved up to six points. (v) "Calidad del Ambiente Interior" (I) for a maximum of 18 points. During construction, contractor will follow an IAQ management plan to reduce indoor air pollution. For a healthier and safer indoor environment all interior adhesives, sealants, paint, coatings, composite woods and agnifiber products will be specified as low or zero emitting material and mold resistant. For additional comfort the residence has been designed to maximize interior/exterior views and natural daylight. All of these strategies results into a maximum of six possible points. (vi) "Proceso de innovación y diseño integrado" for a maximum of 7 points, with an estimate of one possible point to be achieved. Based upon the preliminary analysis the design proposal can achieve 20 points, final score may vary upon case-by-case basis.

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**HOMEOWNER REPAIR,
 RECONSTRUCTION, OR
 RELOCATION PROGRAM
 CONSTRUCTION MANAGERS
 CDBG-DR-RFP-2018-09**

JORGE DEL ROS
 ARCHITECTO C.S.P.
 100, Santa Rosa de Cuba, 101 Santa Rosa,
 P.R. 00922
 Phone: (787) 759-1700
 Fax: (787) 209-0888
 P.O. Box 100000, San Juan, P.R. 00901



Summary of Rooms
 This drawing shows the layout of the house and the location of the rooms. The rooms are labeled with their names and square footages. The drawing also shows the location of the carport and the porch. The drawing is a site plan and does not show the interior details of the rooms.

Room No.	Room Name	Area (sq. ft.)
1	Future Room Nic	
2	Closet	
3	Guest Room	112
4	Guest Room	112
5	Living Room	124
6	Porch	203
7	Master Bedroom	186
8	Bath	103
9	Bath	103
10	Laundry	
11	Kitchen	112
12	Dining Room	124
13	Carport	

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Owner's Review
 Date: 2/11/2018
 Name: JDR

Architect's Review
 Date: 2/11/2018
 Name: JDR

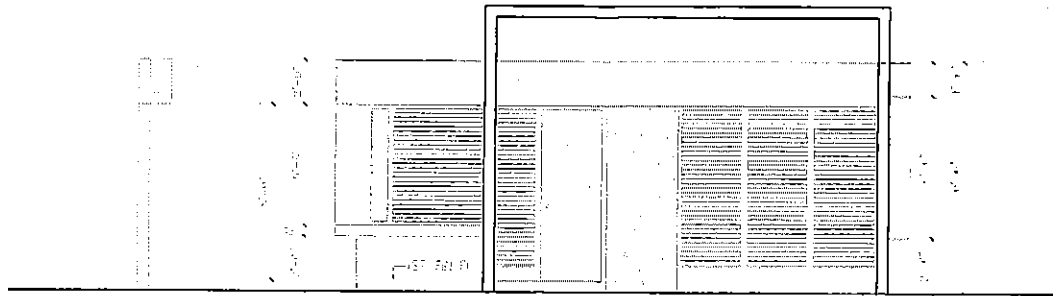
Project No: MODEL HOUSE
 Drawing No: JDR

**1 LEVEL HOUSE
 SITE PLAN**

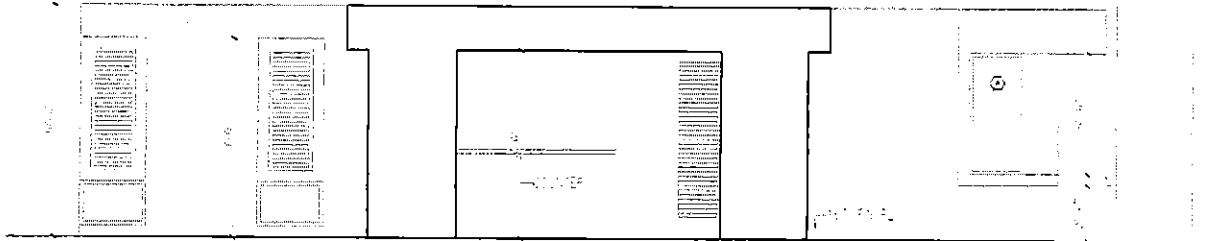
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1 SITE PLAN

JDR
JDR



A SIDE ELEVATION
SCALE 1/4" = 1'-0"



B FRONT ELEVATION
SCALE 1/4" = 1'-0"

GOVERNMENT OF PUERTO RICO
Public Housing Administration

HOMEOWNER REPAIR,
RECONSTRUCTION, OR
RELOCATION PROGRAM
CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09

JORGE DEL RIO
ARQUITECTOS C.S.P.
106 Calle de la Libertad, San Juan,
P.R. 00907
PHONE: (787) 255-5000
CELL: (787) 255-5800
jrdelrio@delrio.com

LOS OSAMBOLDI
CIVIL INGENIEROS
Thompson

Approved by:

FOR THE CLIENT:

FOR THE ARCHITECT:

FOR THE ENGINEER:

No.	Name	Date	Initials

NO USE FOR RECONSTRUCTION, RELOCATION, OR
REPAIR OF THIS DRAWING FOR THE YEAR
2020 AND THE YEAR 2021. ANY USE OF
THIS DRAWING FOR OTHER PROJECTS OR
FOR OTHER PURPOSES WITHOUT THE EXPRESS
CONSENT OF JORGE DEL RIO ARCHITECTS C.S.P.
IS PROHIBITED. THE USER OF THIS
DRAWING SHALL BE RESPONSIBLE FOR OBTAINING THE
NECESSARY PERMITS FROM THE
APPLICABLE AGENCIES.

Issued For:
Client's Review
Issue Date:
27/11/2018
Issue By:

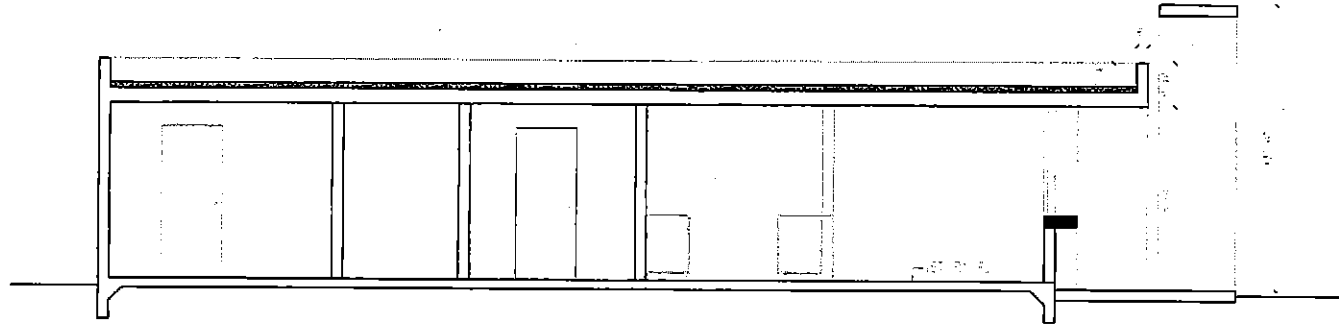
Job No.
AS-011-011-001
Project No.
MODEL HOUSE
Drawing No.
JOB

ELEVATIONS

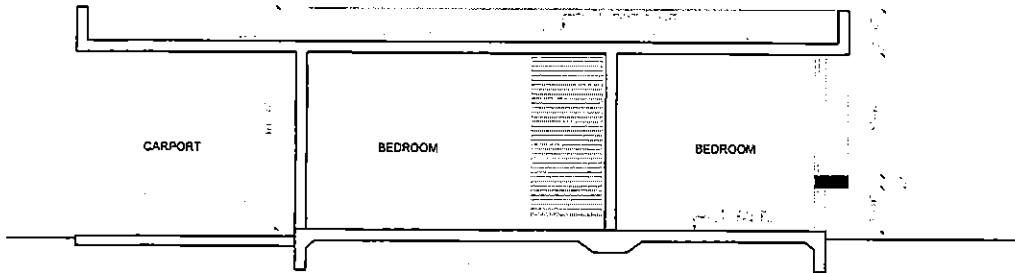
Drawing No.
A- 3.0
JORGE DEL RIO ARCHITECTOS, C.S.P.

JDR

JDR



A SECTION A.A.
SCALE 1/8" = 1'-0"



B SECTION B.B.
SCALE 1/8" = 1'-0"

JDR



HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09

JORGE DEL RIO
ARQUITECTOS, C.S.P.
1000 SOUTH ARLING STREET, SUITE 100
DENVER, CO 80202
PHONE: 727.785.1100
BY: 429.220.0000
WWW.ARQUITECTOSJDR.COM



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Checked By: JDR
Date: 12/11/2018
Project: ASHDOWN MODEL HOUSE

SECTIONS

A- 5.0

JORGE DEL RIO ARQUITECTOS, C.S.P.

JDR

**HOMEOWNER REPAIR,
RECONSTRUCTION, OR
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CDBG-DR-RFP-2018-09**

J JORGE DEL RIO
ARQUITECTOS C.S.P.
108 Santa Rosa St. Suite 101 San Juan
PR 00901
Tel: 787-262-1111
Fax: 787-262-0444
www.jdelrio.com

THE ORGANIZATIONAL
CONSTRUCTION
Thompson

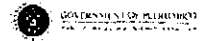
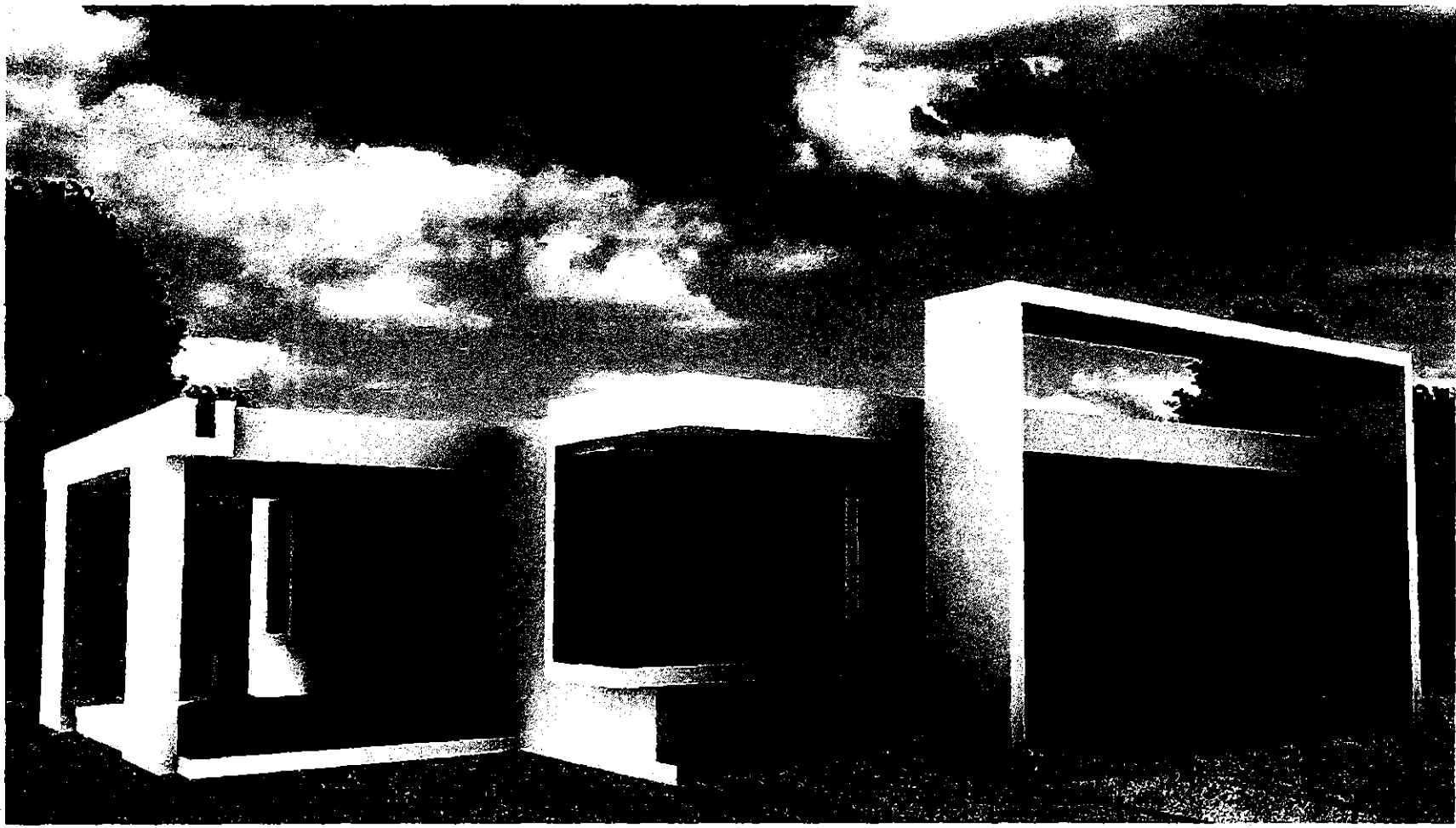


FRONTAL VIEW

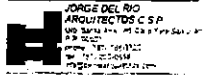
JORGE DEL RIO ARQUITECTOS C.S.P.

Jorge

JDR



GOVERNMENT OF PUERTO RICO
HOMEOWNER REPAIR,
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JORGE DEL RIO
ARQUITECTOS C.S.P.
100 SOUTH ST. STE. 100
SAN JUAN, P.R. 00901
TEL: 787-233-1111
WWW.JORGEDELRIO.COM

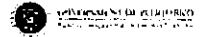
JEREMY MARCOLO
CONSTRUCTION MANAGER

Thompson

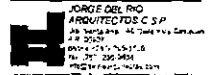
LATERAL VIEW

JORGE DEL RIO ARCHITECTOS C.S.P.

JDR
JDR



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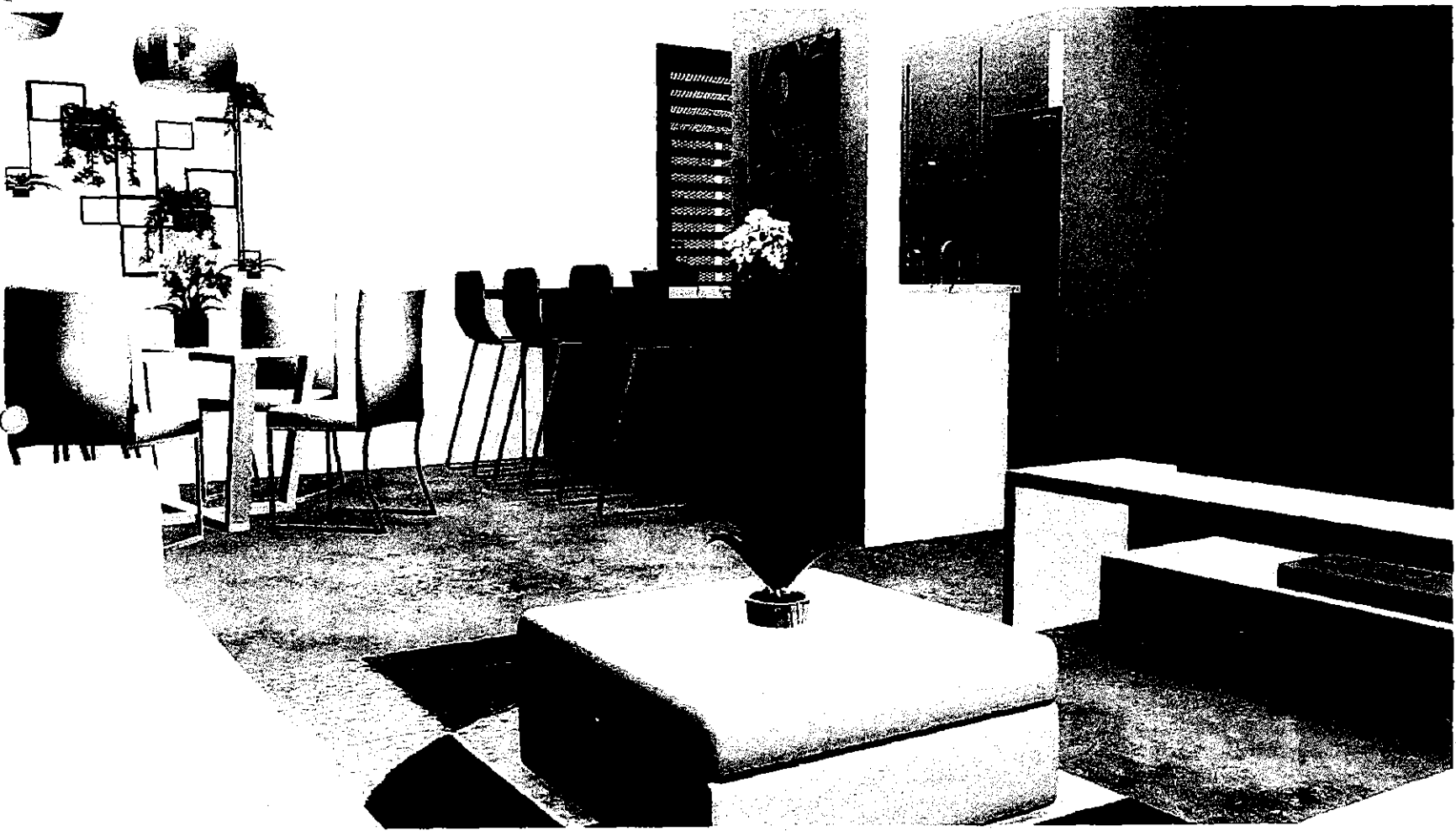


JORGE DEL RIO
 ARQUITECTOS C.S.P.
 280 SANTIAGO ALONSO DE GONZALEZ
 SAN JUAN, P.R. 00906
 TEL: 787-266-5404
 WWW.JORGEDELRIO.COM



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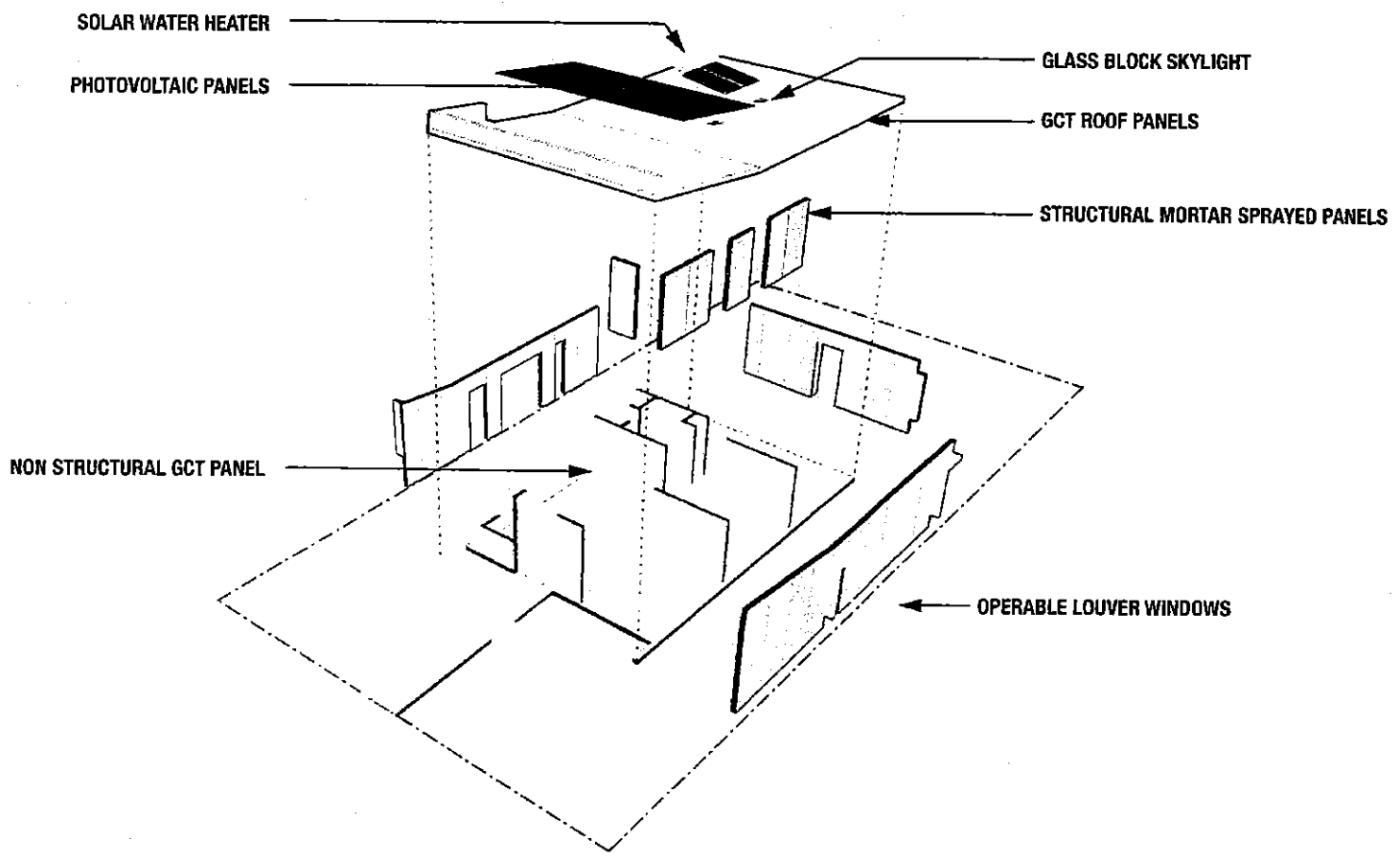


INTERIOR VIEW

JORGE DEL RIO ARQUITECTOS C.S.P.

Jorge

JRR

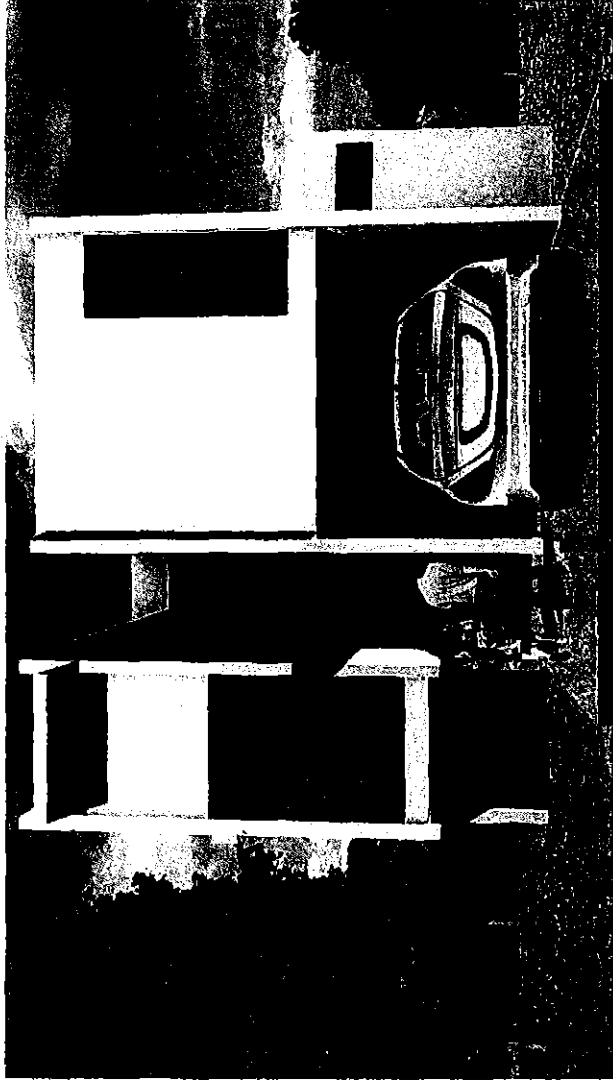


Jorge

PR

VOLUMETRY DIAGRAM

JORGE DEL RIO ARQUITECTOS C.S.P.



2 LEVEL MODEL HOUSE 3:2

DESARROLLOS METROPOLITANOS & THOMPSON CONSTRUCTION GROUP

JORGE DEL RIO ARQUITECTOS, C.S.P.

URB. SANTA ANA, A-6 CALLE YALE, SAN JUAN, PUERTO RICO

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2 LEVEL MODEL HOUSE 3:2 DESIGN NARRATIVE

(I) CODES TO BE USED FOR MODEL HOMES

The two story three (3) bedroom and two (2) bathroom design will comply with the current Puerto Rico Building Code 2018 and applicable Federal Design codes and standards.

(II) SPACES PROVIDED & LAYOUT FUNCTIONALITY

The residence will be designed to promote the innovation by incentivizing design that incorporates new materials and technologies, responding to the best practices and current construction codes.

The two story residence is a variation of an award winning design: designed by Jorge del Rio, Arquitectos, C.S.P. "Casa Entrelazada" (interlaced Home), even though the design is based on an isolated house, it has the flexibility to be easily transformed with some subtle tweaks and rearrangement of elements, into a party-wall house or patio home.

With a compact layout of 1,100 sf the two-story house that fits into a minimum lot size. The first floor area has been designed as an open floor plan, combining the living room, dining, and kitchen area into a single great room. This design strategy not only maximizes the interior space, but also promotes cross ventilation, natural daylight, and more views from the interior to the exterior. For an efficient design and reduce plumbing work kitchen area, bathroom at first floor, exterior laundry and second floor bathroom area has been placed at the same area. The first floor can be easily transform into an ADA compliant model, by transforming the carport area into a future room without additional changes into the floor plan, and relocating the carport area. The second level includes three (3) bedrooms, one (1) bathroom, and one (1) linen closet. All interior spaces, including bathrooms are provided with daylight and natural ventilation. The proposed layout has the flexibility to easily add two (2) additional bedrooms at the second level without major effort.

The proposed residence layout will be an affordable resilient structure that at the same time will provide a pleasant and functional interior environment, flexibility to adjust based upon the family size, high energy efficient, environmentally responsible construction with great quality and durability, and low operating and maintenance expenses; responding with the current and future necessities of new development of affordable housing in Puerto Rico.

(III) PROPOSED CONSTRUCTION MATERIALS

GCT Structural Insulated Building Components will be the main construction material for all the building components: floor, walls, roof, and interior walls. The prefabricated lightweight sections consist of an expanded polystyrene (EPS) core with steel wire connector, placed between two layers of galvanized steel welded wire mesh, covered with high strength concrete mortar. The system has been tested and proven to be hurricane resistant, earthquake resistant, load resistant for multi-story buildings up to three stories, fire resistant capabilities, and high sound resistance. The system not only complies with all the applicable codes, but also adds additional benefits during the construction time, quality assurance and related costs. The proposed system has been used in various built projects in Puerto Rico approved by OGPE; furthermore the GCT Structural Insulated Building Component system has been submitted as a Construction System Product to OGPE to receive approval from the agency.

(IV) PROPOSED CONSTRUCTION METHODS

The GCT Structural Insulated Building Components can be manually positioned by fewer personnel than traditional methods. The insulation can be easily cut to allow concealed placement of plumbing and electrical lines. As a final step the structural mortar it is applied to the panel surface. The installation process is easy, clean faster, and does not required specialized equipment, resulting into a time and cost-effective system.

(V) ENERGY EFFICIENCY OR WATER CONSERVATION

As part of the design strategies it has been considered the building thermal envelope as whole; the expanded polystyrene EPS core acts as a barrier to thermal bridging. The selected GCT components for the design have an R-value of 21 for roof, and an R-value of 12 for walls, providing a higher R-value than traditional construction methods, allowing to increase the interior thermal comfort, and exceeding code requirements.

As part of the passive control design all interior spaces will be provided with natural light and natural ventilation, thanks to the combination of the open space layout and jalousie windows in all interior spaces, in addition the vertical element of the stairs is extended over the principal ceiling level of the structure were shutters help serve as a "chimney" to create a condition of natural wind induction, a stack effect.

A solar water heater and low consumption plumbing fixtures will be specified to promote energy efficiency and water conservation.

(VI) SUSTAINABLE DESIGN

The whole building design approach intends to achieve a resilient and environmentally friendly building. Low cost passive design strategies include: interior cross ventilation, daylight illuminance, operable window, windows overhangs, higher R-Value achieved by GCT insulated components, and low-sloped roof area with high solar reflectance index (SRI) greater than 78.

To reduce indoor air contaminants, it will be specified the use of low-emitting adhesives, sealants, paint, and coatings. In addition to the aforementioned benefits of the innovative GCT components, the system contributes to achieve a higher recycled content within the construction material, the use of regional material, and construction waste reduction. As part of a responsible and environmentally friendly approach during construction a waste management plan diverting recyclable material from landfills will be implemented.

(VII) EXPECTED TIME FOR CONSTRUCTION

The GCT Structural Insulated Building allows for quick assembly of walls and roof panels with less labor and equipment as these are very light weight. After all the components are installed, the structural mortar trade will commence delivering a final shell, ready for finishes in a very short period, less than with conventional concrete and with almost no formwork. The complete shell of the three-bedroom, two bathroom home, including the concrete floor, can be delivered in one month. The finished home can be completed and turned over in less than four months.

(VIII) NECESSARY STRATEGIES TO MEET DESIGNATED BUDGETS

The main strategy of using the GCT Structural Insulated Building system is understanding the flexibility of the lightweight panels. As these are assembled in place, the layouts of the new home can be easily adapted to different site conditions, which is not the case of conventional formwork. The overall costs of labor and materials are fixed, negotiated and incentivized so that overall time is of the essence. As such, any variations of layouts will not adversely affect the costs and the designated budgets will always be met.

(IX) HOW THE HOME COMPLIES WITH THE GREEN STANDARDS

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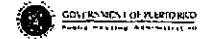
2 LEVEL MODEL HOUSE 3:2
DESIGN NARRATIVE

The home model has been carefully designed following the selected green standard, "Permiso Verde" from OGPE. The following description shows the minimum intended points to be achieved for the "Permiso Verde" certification, however due to unknown site locations, variations, and/or particular site conditions, each home will be evaluated on a case-by-case basis to determine any additional requirements and compliance for the "Permiso Verde" certification.

"Permiso Verde" certification is divided into six categories for a minimum of 20 points to receive the certification. (i) "Planificación, ubicación, emplazamiento y diseño" (P) for a maximum of 26 points; by the use of a high solar reflectance index (SRI) for the roof area, can be achieved at a minimum one point and up to nine points depending on the site location, public transportation access, and community development on urban areas. (ii) "Eficiencia Energética e Impacto Global" (E) for a maximum of 36 points. With the combination of GCT Structural Insulated Building Components, energy efficient lighting fixtures, energy efficient home appliances, natural daylight and natural ventilation, it will result into a minimum of 14% of energy reduction from the baseline; achieving two points at a minimum. (iii) "Eficiencia en el uso y conservación del agua" (A) for a maximum of 16 points. All plumbing fixtures will be high-efficient plumbing fixtures; which will result into a 40% of water use reduction for a total of four points achieved in this section. (iv) "Conservación, uso apropiado y eficiente de materiales y recursos" (M) with a maximum of 20 points achieved. As possible, building materials will be specified to have a high recycled content, been regionally extracted, processed and manufactured locally, which will contribute to promote local economy. As well during construction contractor will be responsible to follow a Construction Waste Reduction Plan to deviates recyclable materials from landfills. These strategies will allow to achieved up to six points. (v) "Calidad del Ambiente Interior" (I) for a maximum of 18 points. During construction, contractor will follow an IAQ management plan to reduce indoor air pollution. For a healthier and safer indoor environment all interior adhesives, sealants, paint, coatings, composite woods and agrifiber products will be specified as low or zero emitting material and mold resistant. For additional comfort the residence has been designed to maximize interior/exterior views and natural daylight. All of these strategies results into a maximum of six possible points. (vi) "Proceso de innovación y diseño integrado" for a maximum of 7 points, with an estimate of one possible point to be achieved. Based upon the preliminary analysis the design proposal can achieve 20 points, final score may vary upon case-by-case basis.

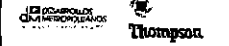
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HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS CDBG-DR-RFP-2018-09

JORGE DEL RIO
ARQUITECTOS C.S.P.
 2da. Avenida de la Cultura San Juan
 P.R. 00927
 Phone (787) 763-3700
 Fax (787) 200-0958
 info@jdr-arq.com



Approval of Review
 I hereby certify that I have reviewed the drawings and specifications of the above-captioned project and that they conform to the requirements of the applicable laws, regulations, and codes of the Government of Puerto Rico.

Approval of Review

No.	Date	Initials

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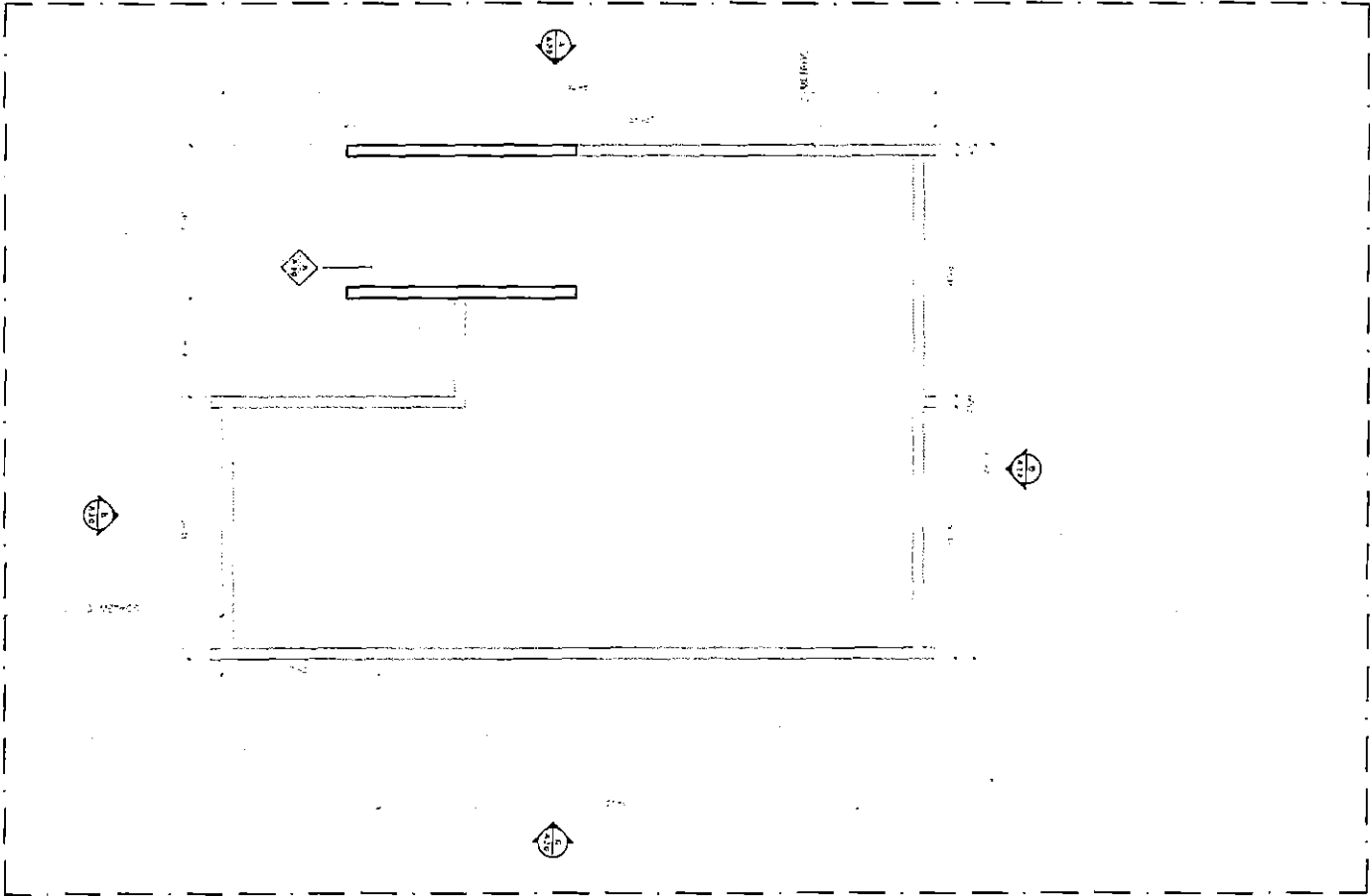
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 Client: Reviera
 Address:
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 Date: 2/14

Scale:
 AS-SHOWN MODEL HOUSE
 Drawing:
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Drawing No.
1 LEVEL HOUSE SITE PLAN

Drawing No.
A-1.0

JORGE DEL RIO ARCHITECTOS, C.S.P.



1 SITE PLAN
 SCALE: 1/8" = 1'-0"

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 JDR
 PRR

**HOMEOWNER REPAIR,
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 CDBG-DR-RFP-2018-09**

**JORGE DEL RIO
 ARQUITECTOS C.S.P.**
 390 Teresita Ave, 1st Floor, San Juan,
 P.R. 00927
 Phone: (781) 753-3120
 Mr. (781) 250-6854
 info@jdelrio.com



Model of Design

This document is a preliminary design for the construction of a house. It is intended for informational purposes only and is not to be used for construction. The design is subject to change without notice.

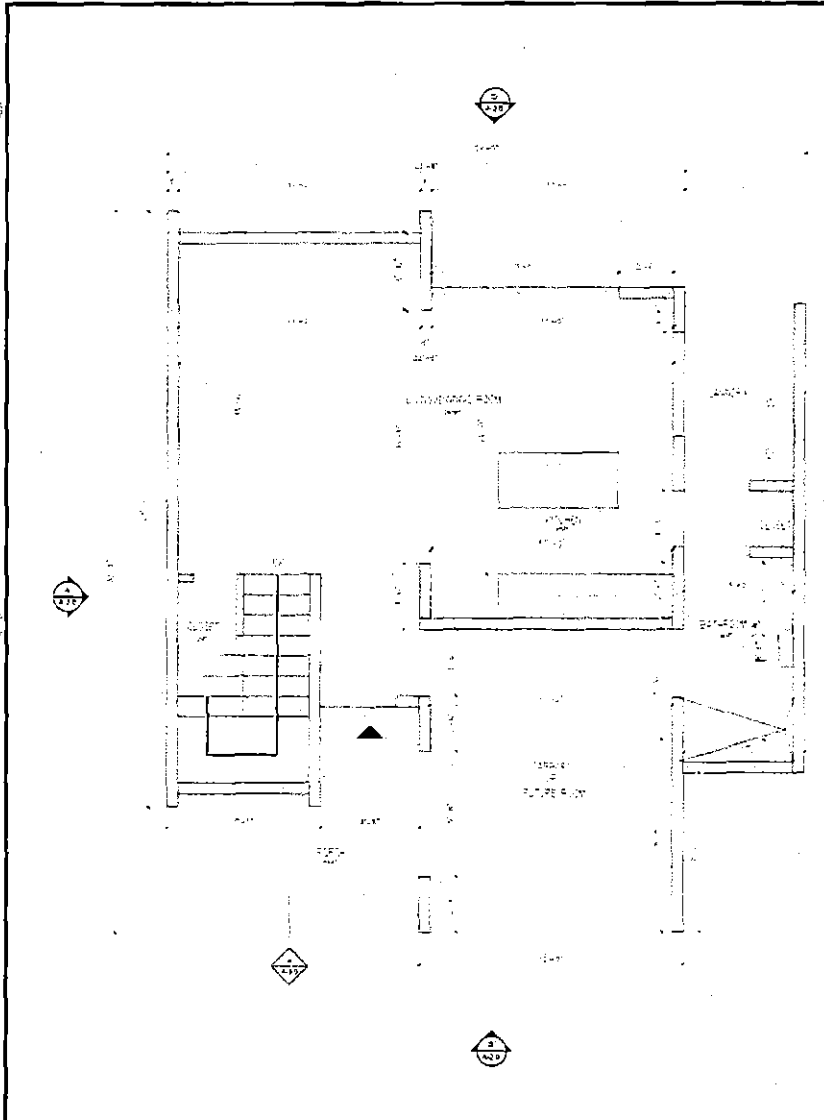
Model	Name	Accessories

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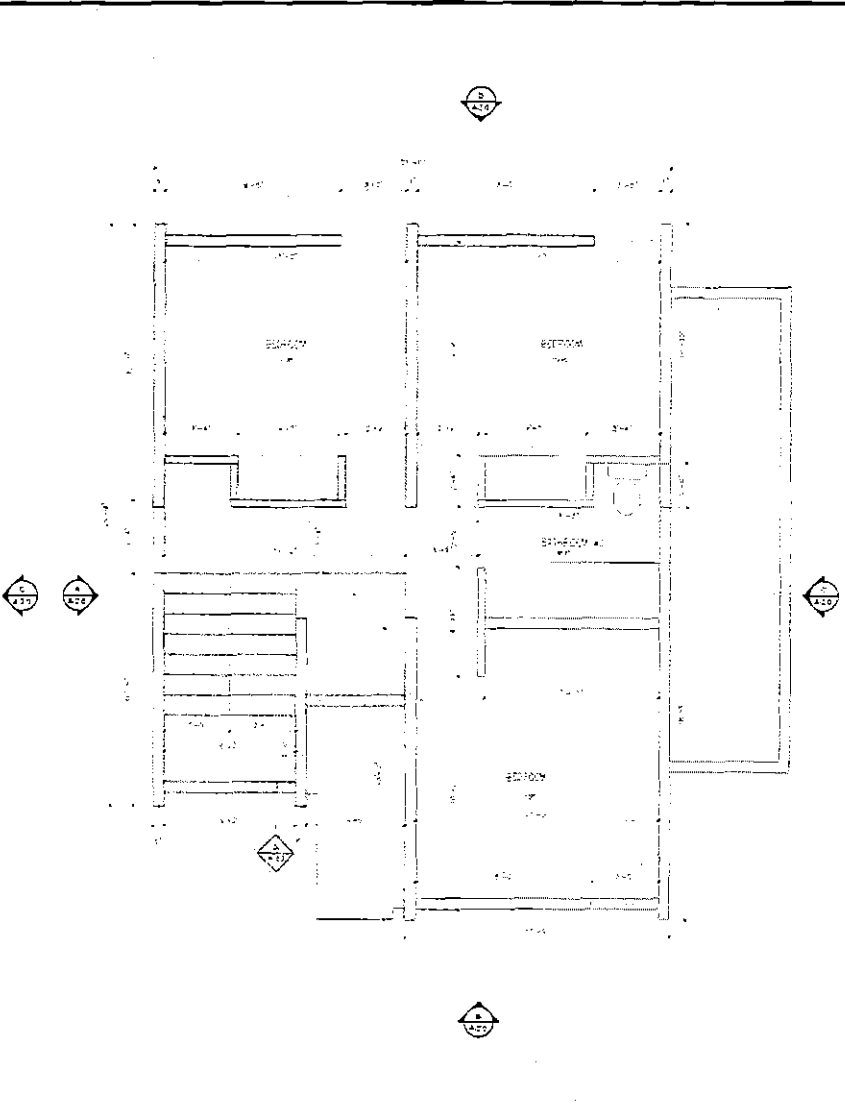
Client Review
 Date: 22/11/2018
 Drawn by: AS-SHOWAN
 Project No.: MODEL HOUSE
 Project Code: JOR

**1 LEVEL HOUSE
 FLOOR PLANS**

A-2.0
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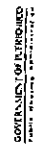
1 FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



2 SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"

file

JDR



HOMEOWNER REPAIR,
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CDBG-DR-RFP-2018-09

JORGE DEL RIO
ARCHITECT
1100 W. 14th Street, Suite 100
Miami Beach, FL 33139
Tel: 305.673.7972
Fax: 305.673.7973
www.jdelrio.com

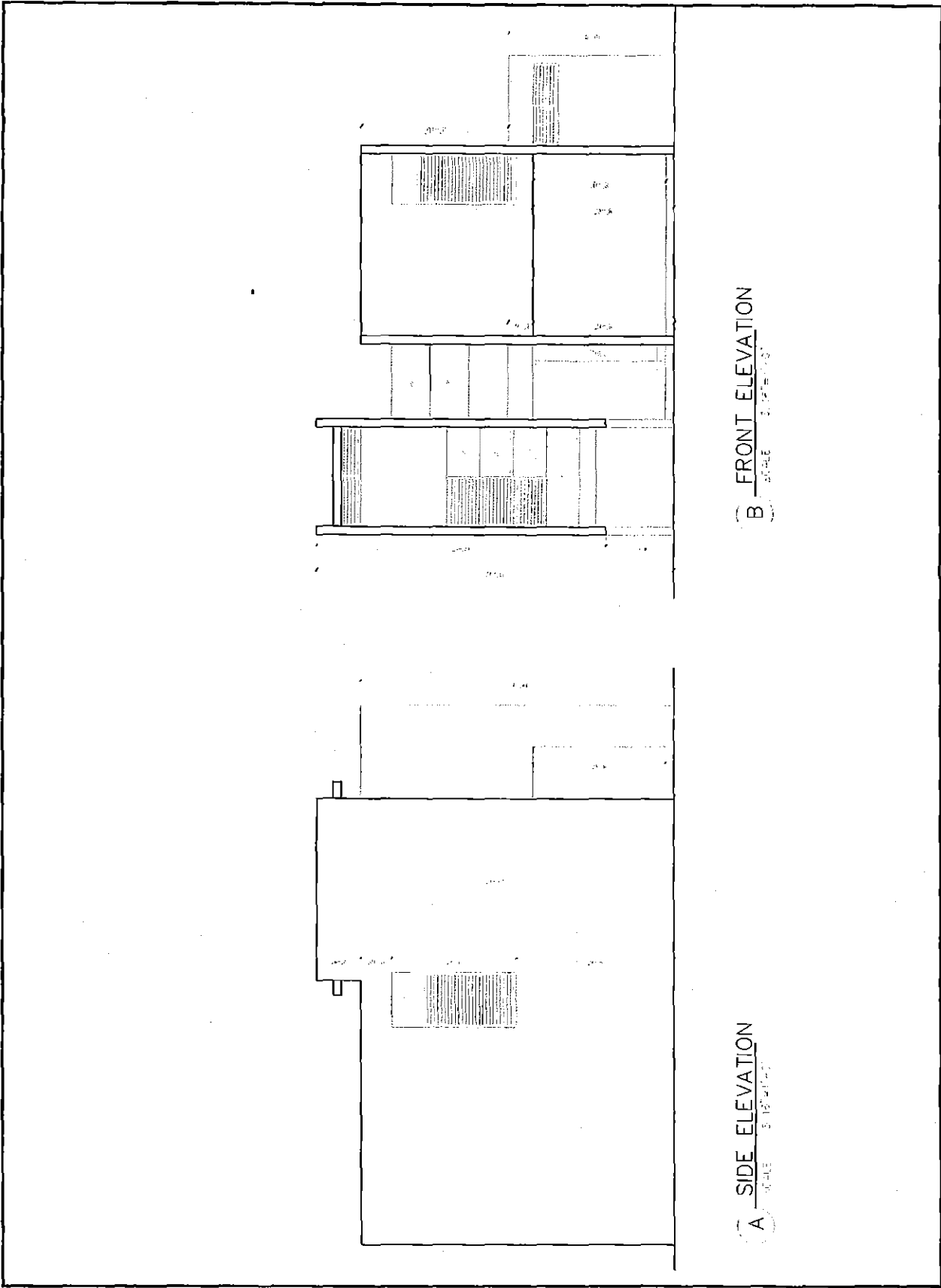
THOMPSON
CONSTRUCTION MANAGEMENT

Material Schedule

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2	1	Paint	Black
3	1	Paint	Grey
4	1	Paint	Blue
5	1	Paint	Green
6	1	Paint	Yellow
7	1	Paint	Orange
8	1	Paint	Purple
9	1	Paint	Pink
10	1	Paint	Red
11	1	Paint	Brown
12	1	Paint	Gold
13	1	Paint	Silver
14	1	Paint	Black
15	1	Paint	White

Client Name: JORGE DEL RIO
Address: 1100 W. 14th Street, Suite 100, Miami Beach, FL 33139
Project Name: MODEL HOUSE
Job No: JDR
Drawing No: ELEVATIONS

Scale: 1/8" = 1'-0"
A-3.0
Jorge Del Rio Architect, C.S.P.



A SIDE ELEVATION
SCALE: 3/16" = 1'-0"

B FRONT ELEVATION
SCALE: 3/16" = 1'-0"

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

JORGE DEL RIO
ARQUITECTOS C.S.P.
Calle Sanguinetti, Calle 222 San Juan, P.R. 00927
PHONE: (787) 239-2575
Fax: (787) 239-2654
E-MAIL: jrd@arquitectos.com

INGENIEROS CIVILES
Thompson

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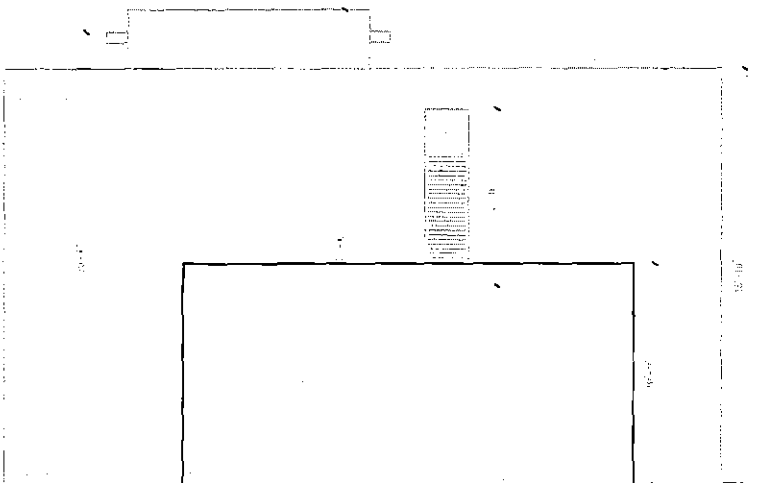
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Project No.: AS-SHOW-19
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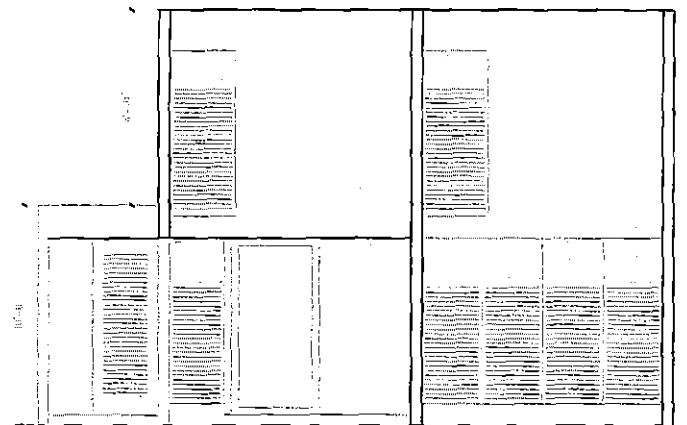
ELEVATIONS

A- 4.0

JORGE DEL RIO ARCHITECTOS, C.S.P.



C SIDE ELEVATION
SCALE: 1/4\"/>



D FRONT ELEVATION
SCALE: 1/4\"/>

(Handwritten signatures and initials)

GOVERNMENT OF PUERTO RICO
 Public Safety Administration

HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS CDBG-DR-RFP-2018-09

JORGE DEL RIO
 ARCHITECTS C.S.P.
 109 E. 4th St. 4th Floor San Juan, P.R. 00918
 Phone: (787) 245-1770 Fax: (787) 245-0889
 www.jdelrio.com



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Revisions	Date	Author	By

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Owner's Review
 Name: AS-SHOWAN
 Address: MODEL HOUSE

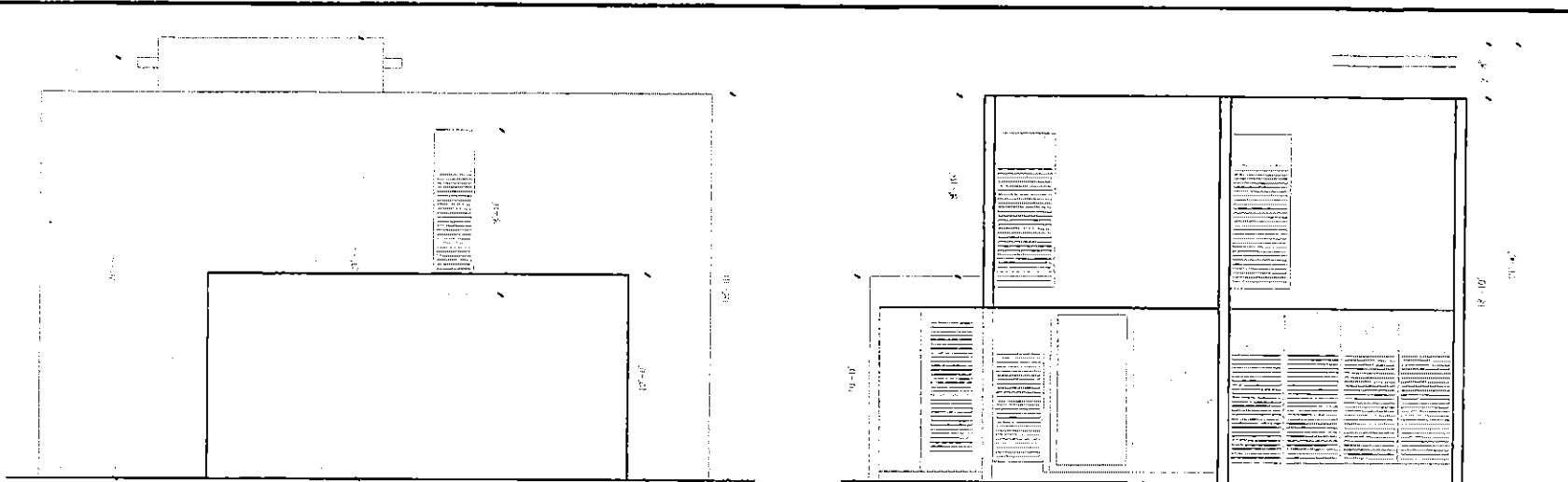
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Checked By:

ELEVATIONS AND SECTION

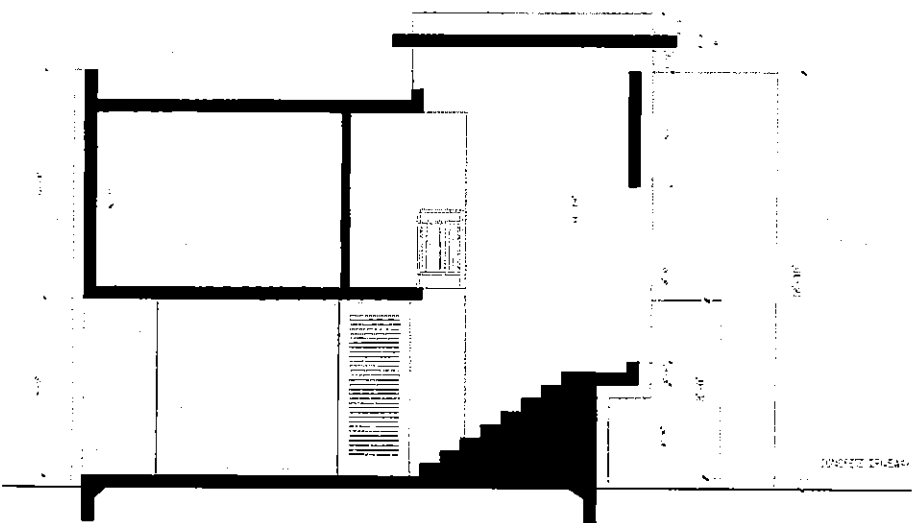
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JORGE DEL RIO ARCHITECTS, C.S.P.



C SIDE ELEVATION
 SCALE: 3/16" = 1'-0"

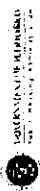
D FRONT ELEVATION
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A SECTION
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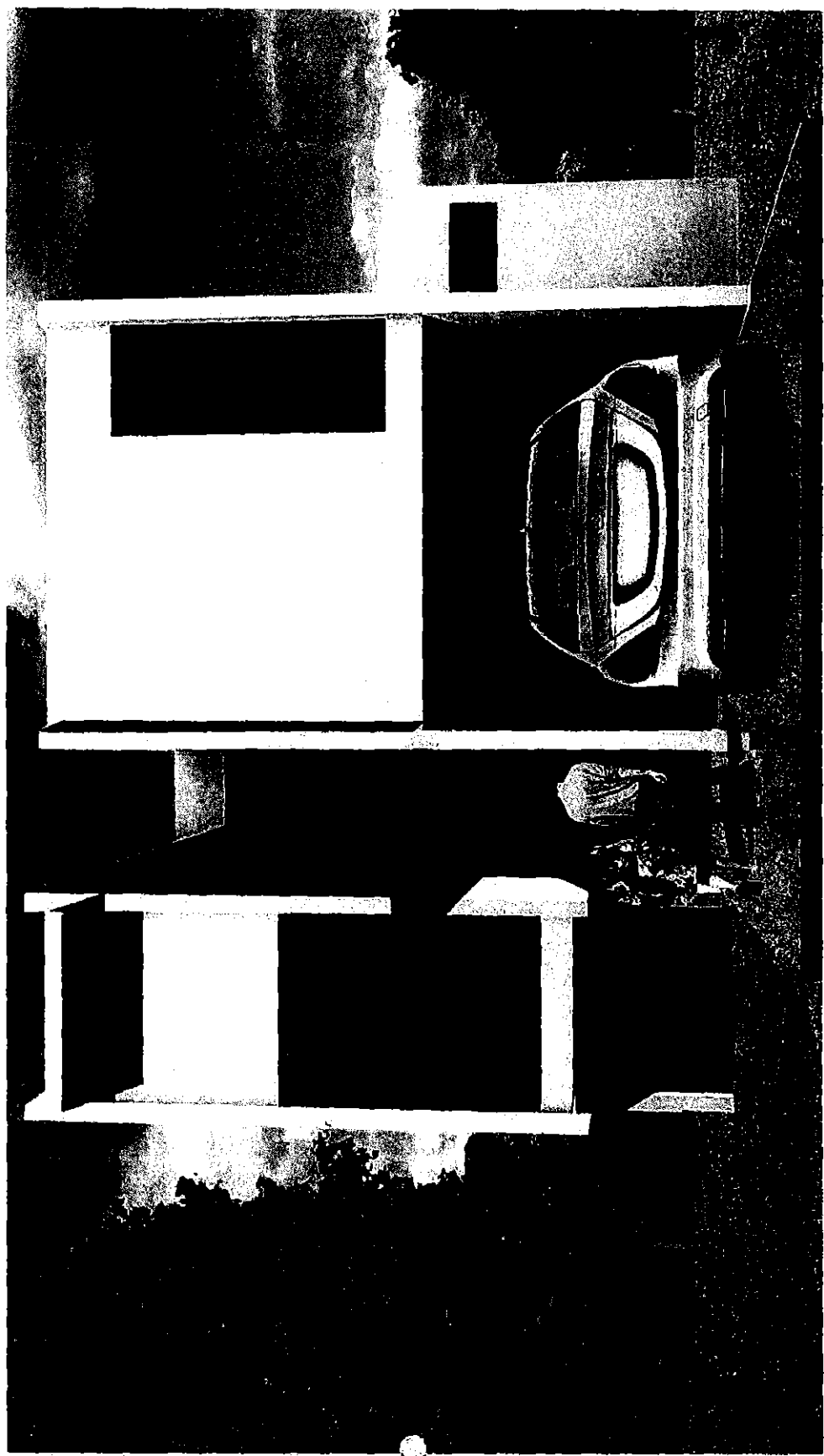
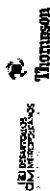
JDR

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JORGE DEL ROSARIO
DIRECTOR OF CONSTRUCTION
MANAGEMENT

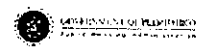


FRONTAL VIEW

JORGE DEL ROSARIO DIRECTOR C.E.P.

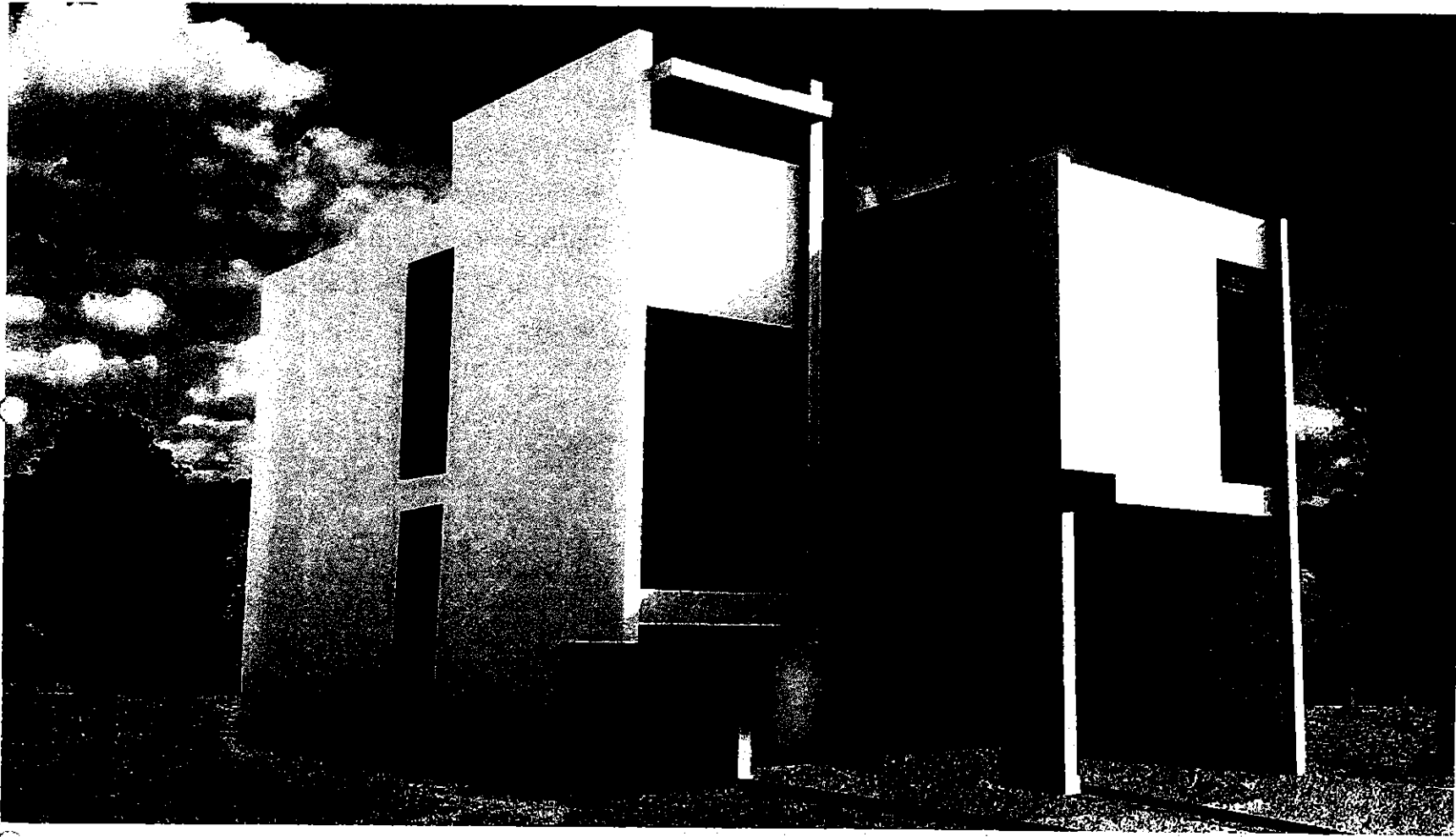
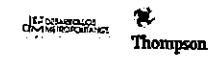
JGE

JMR



GOVERNMENT OF PIEDMONTE
 HOMEOWNER REPAIR,
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 RELOCATION PROGRAM
 CONSTRUCTION MANAGERS
 CDBG-DR-RFP-2018-09

JORGE DEL RÍO
 ARQUITECTOS C.S.P.
 Calle 100 No. 100-100
 San José, Costa Rica
 Tel: (506) 222-2222
 Fax: (506) 222-2222



LATERAL VIEW

JORGE DEL RÍO ARQUITECTOS C.S.P.

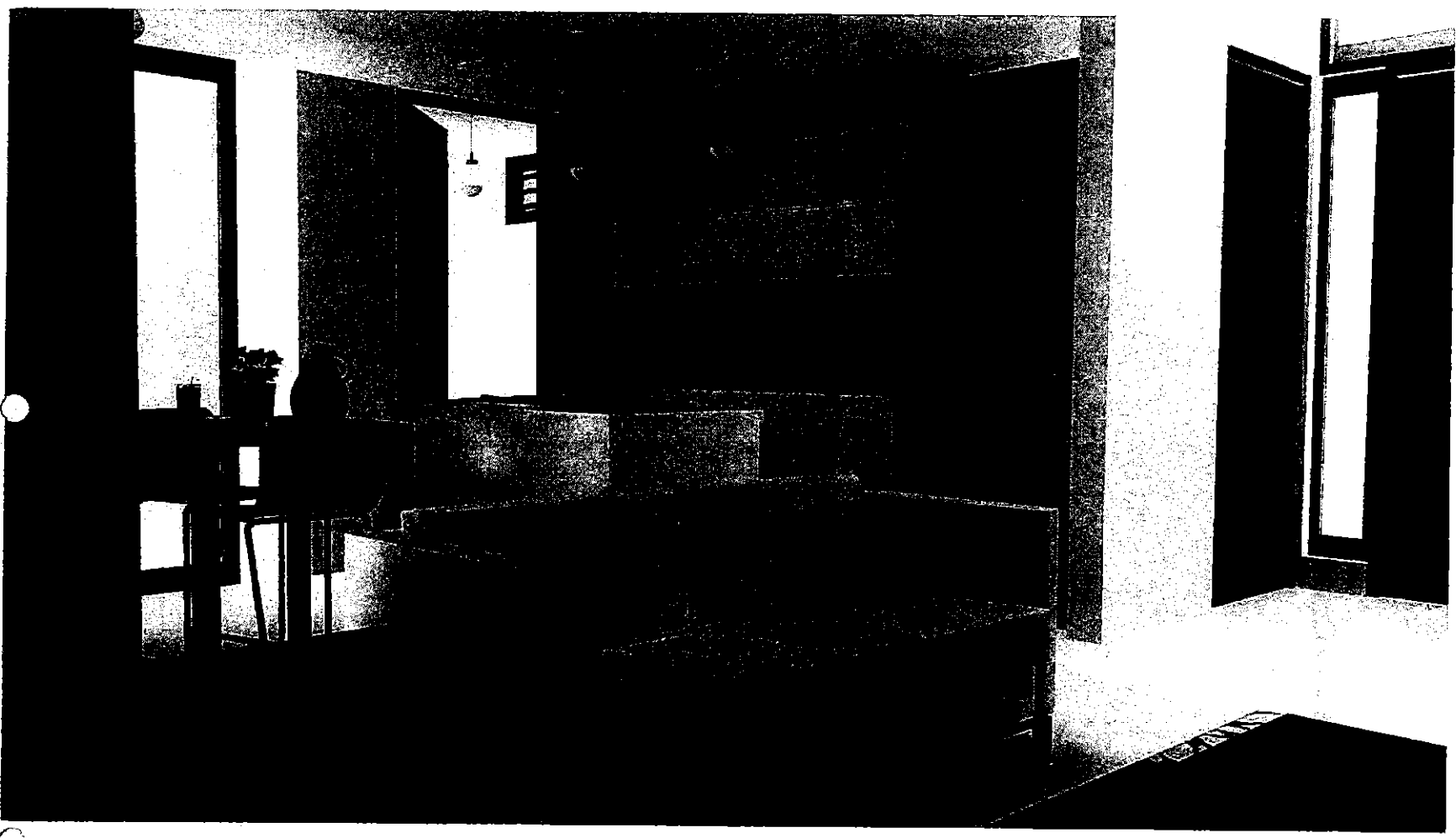
Jorge

JRR

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RECONSTRUCTION, OR
RELOCATION PROGRAM
CONSTRUCTION MANAGERS
CDBG-DR-RFP-2018-09

J JORGE DEL RIO
ARQUITECTOS S.P.
Calle Santa Rosa, 401, San Juan, P.R. 00907
Phone: (787) 234-1100
Fax: (787) 234-2244
www.jrdelrioarquitectos.com

J.J. DEL RIO ARQUITECTOS
CIVIL AND STRUCTURAL ENGINEERS
Thompson



INTERIOR VIEW

JORGE DEL RIO ARQUITECTOS, C.S.P.

Jordi
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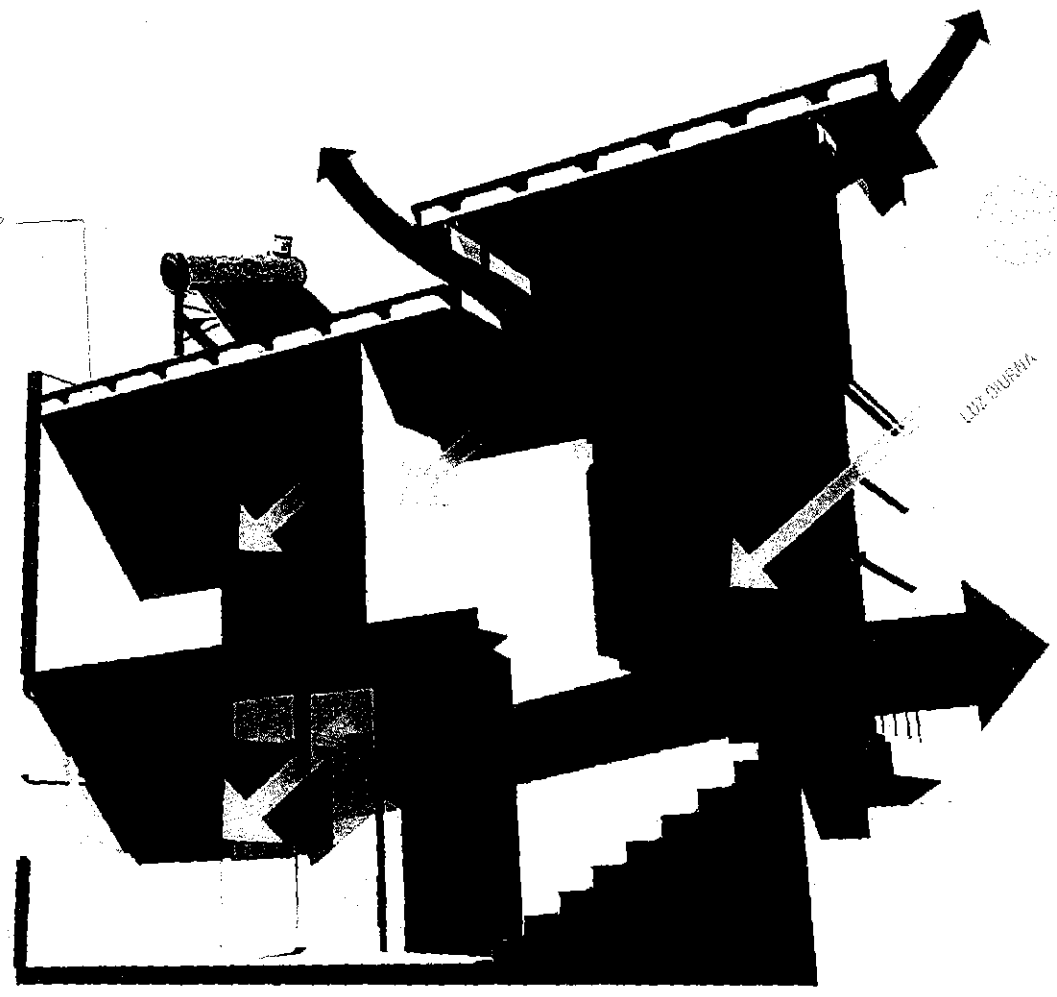
JORGE DEL RIO
ARQUITECTOS C.S.P.
1000 P.R. 00909
TEL: 787-265-1111
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CONSEJO REGULADOR
DE INGENIEROS
Thompson

"LITE" DECK R-27

"FLEXOWALL"
HORMIGON

LITE CUBIERTA



SECTION DIAGRAM

JORGE DEL RIO ARQUITECTOS C.S.P.

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HUB, MWSBE and Section 3 Plan:

The solution to victory for bidding public work, establishing and executing an efficient HUB, MWSBE and Section 3 plan is adopting a pre-emptive method with the "Owner" and engaging the subcontractor market at the beginning and frequently. We understand that supporting minority and women owned firms is the key to growing communities as a whole. We are particularly proud of our dedication to making certain that our contractors and suppliers are diverse and are granted the opportunity to conduct business with our firm. At Thompson, we realize that diversity amongst contractors helps to make certain we provide exceptional service and resolutions to our clients and the communities we serve. In turn, we remain relevant, viable and forward-looking.

Since 1986, Thompson has operated a corporate focused supplier diversity program with a minimum goal of 25% HUB/MWSBE/Section 3 participation on all work, public and private, and expects to surpass our goal once again this year.

DEMONSTRATED SUCCESS

Project / Actual M/W/SBE Participation

City of Houston HRP: 40% Planned
South Carolina 1000 Year Flood SCDRO: 19% ongoing
Sullivan's Island Elementary Sullivan's Island, SC: 49%
Cayce Elementary- Cayce, SC: 80%
Brookland-Cayce High Stadium Cayce, SC 62%
Jennie Moore Elementary Charleston, SC 38%
Carolina Park Elementary Charleston, SC 50%

APPROACH Our Plan

We understand the goal of achieving maximum MWSBE & Section 3 participation on this project and are confident in far surpassing minimum participation with qualified MWSBE & Section 3 firms.

Our team has a well-established commitment to the local community and MWBE participation success from a national platform. This synergy has resulted in the project-specific refinement of our existing plan, cross-collaboration of our subcontractor and vendor capabilities and an innovative approach of a "boots on the ground" job opportunity program.

We have also partnered with the TRS&I Group, Inc. to complement our team and assist with outreach efforts, bid packaging, inclusion participation and evaluation. This partnership ensures we meet the goal to promote diversity, inclusion and business opportunities for MWSBE firms located in the Puerto Rico market.

IMPLEMENTING THE PLAN



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Rachelle Latimer and her team will lead our efforts to administer our MWSBE/Section 3 Plan. They all are profoundly knowledgeable of and understand the City's requirements, processes and procedures and ways to maximize successful participation. Rachelle will ultimately be responsible for ensuring compliance with the participation requirements. She and her team will assist in breaking down the project scope into bid packages that supports maximum participation, trade packaging to achieve the best balance of cost and participation. The ideal package is optimized from a size / scope complexity based on MWSBE/Section 3 opportunities, market capacity, and capabilities so that there is significant interest from the prime and subprime MWSBE/Section 3 trade contractors assuring the maximum number of trade contractors and a competitive marketplace. The scope is clearly communicated and organized so

that individual trade contractors are not overwhelmed by the magnitude of the project and can understand and manage the scope of work required of them.

- Leverage minority associates from within our MWSBE joint venture to fill managerial positions on the CMR staff
- Foster an environment of collaboration and mentoring
- Foster career enhancement and growth of minority partners
- Establish the principal that success of the MSBE program is a foundation for project

Section 3 PLAN

Our Commitment to Diversity and Inclusion

Thompson Construction, Inc. trusts there are many advantages when doing business with Section 3 Business Concerns. Most important is the fact that by purchasing professional and construction-related goods and services from Section 3 firms, Thompson can participate in strengthening the economic foundation of our local community. As a demonstration of our team commitment to this endeavor, Thompson Construction has Partnered with a Diversity Program Management Partner firm TRS&I Group, Inc., led by Rachelle Latimer. TRS&I, will serve as the client's dedicated resource to maximizing opportunities for MWBE and Section 3 firms and residents on our effected communities.

Thompson Construction, Inc. is an equal opportunity, affirmative action employer. The Company does not discriminate on the basis of race, color, religion, sex, national origin, age, handicaps or disabilities, marital status, veteran status, sexual orientation, citizenship status, or any other basis protected by applicable federal, state or local law. This policy applies to all phases of employment including: recruitment, hiring, placement, assignment, promotion, transfer, layoff, return from layoff, discharge, training, education, tuition reimbursement, compensation, benefits, and participation in all company-sponsored employee programs. The Company will make reasonable accommodations for otherwise qualified individuals with disabilities in accordance with applicable law.

This Plan will serve as the Section 3 Plan for the Post-Disaster Residential Rehabilitation/Repairs and Construction Services, in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

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The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), is to ensure that training, employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low- income persons.

Plan Objectives

The main objectives of the Thompson Section 3 Plan are targeted at providing effective training, maximizing employment opportunities for residents, and offering fair and equal contracting opportunities for Section 3 businesses. Thompson Construction, Inc. believes that meeting these objectives will result in local residents and businesses engaging in mutually beneficial relationships on this project and within Puerto Rican community. The main objectives include:

1. TRAINING AND EMPLOYMENT. Plan and implement effective training and employment program designed to provide businesses and residents with information and training necessary to pursue business and personal goals.

2. INCLUSIVE CONTRACTING. Solicit Section 3 businesses and administer an open pre-qualification process in conjunction with Puerto Rico Housing Authority staff. The Thompson Construction, Inc. team pledges to maximize opportunities for participation by:

- Breaking up work packages to allow smaller firms to obtain pre-qualification.
- Lowering bonding/insurance limits.
- Providing quick pay and joint check options.
- Follow and document all good faith efforts

3. OUTREACH AND COMMUNITY INVESTMENT. Thompson Construction, Inc. believes in being a lasting community partner and investing in the future of the communities in which we work. It is imperative that we engage with the local community (i.e. Human Services Agency, Housing Authority Resident Advisory Council, Puerto Rico Community Colleges, etc.) Proposed outreach activities include:

- Implementing community workforce development programs
- Working with local banks to fund small business loan programs,
- Collaborating with Resident Advisory Councils, and other community organizations • Providing constant communication and reporting of MWBE and Section 3 opportunities and participation results.

Goals (Types and Amounts of Employment and Contracting Opportunities to be generated as a Result of Proposed Project Activities)

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Thompson Construction, Inc. will, to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, strive to comply with the goals established in this section. The numerical goals established in this section represent minimum numerical targets.

The types of contracting and employment opportunities we expect to generate include, but are not limited to, the following:

Web Design/Webmaster Job Coordinator
Section 3 Program Consultant
Jobsite Receptionist Translator
Security
Marketing
Masonry
First Aid Items Safety Supplies Office Supplies Equipment Rentals Signage
Cleaning Trucking
Courier Services Fencing
Canteen Services
Demolition and Clean Up Landscaping Hauling/Grading
Drywall Painting/Wallcovering Concrete
Flooring
Sitework
Rough Carpentry Electrical Plumbing/HVAC Fire Protection Telephone/Data

Training and employment opportunities will be made available to Section 3 residents as follows:

- 30 percent of the aggregate number of new hires/training opportunities resulting from funds awarded for FY and continuing thereafter.

For contract awards in excess of \$100,000 in connection with a Section 3 eligible

project, Thompson Construction, Inc. and its subcontractors commit to award to Section

3 business concerns:

- At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3 percent of the total dollar amount of all other Section 3 covered contracts (i.e. professional services)

If we do not feel that it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3

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Plan could result in the Secretary of Housing and Urban Development ("HUD") finding us noncompliant with the Section 3 regulations.

Good Faith Efforts

At a minimum, the following tasks must be completed to demonstrate a good faith effort with the requirements of Section 3. The contracting party and each contractor or subcontractor seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, trade organizations and other community groups capable of referring eligible Section 3 applicants, including the Department of Labor.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority-owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.

The contractor must 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 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

Planned Activities to Increase Contracts Awarded to Section 3 Business Concerns (Strategies for Meeting the Section 3 Minimum Numeric Goals for Contracting Opportunities Found at 24 CFR Part 135.30)

1. In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract. Thompson Construction, Inc. will review Section 3 compliance history for every contractor being considered for work on this project.
2. Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance. Thompson Construction, Inc. will share information with public agencies (The News & Observer, News & Record, University of Puerto

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Rico System, Local Schools), minority contracting organizations (National Association of Women in Construction, Minority Contractors Associations, Hispanic Contractors Association, United Minority Contractors of Puerto Rico, Puerto Rico Minority Supplier Development Council), local community development corporations, local colleges and universities, and local churches regarding all contracting opportunities on this project.

3. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common area or other prominent areas of the housing development or developments owned and managed by the HA. Project plans and specifications will also be made available for viewing across a minimum of six major cities in the Puerto Rico island. Locations will include our own offices in San Juan, PR - multiple locations, Construction News, Construction Market Data - multiple locations, and additional plan rooms at local MWBE agency offices, Chambers of Commerce, County Business Development Offices, Minority Contractors Resource Center and other applicable locations.

4. For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying eligible business concerns.

5. Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals. Written notification will be made at least 15 days before bids and/or proposals are due. Sample project advertisement is located in the Appendix.

6. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. Follow-up will be completed no more than 48 hours of initial contact and will be documented on project call logs.

7. Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. Pre-bid meetings will be held at least 15 days before bids are due and will provide instructions for bidding and other

pertinent information regarding contracting opportunities. Sample pre-bid agenda is located in the Appendix.

8. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in language other than English where appropriate. Pre-bid meetings outreach meetings, contractor orientations and workshops will be routinely conducted in English and Spanish to provide thorough instruction for Section 3 residents and business concerns on how to successfully pursue work on this project.

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9. Advising Section 3 business concerns as to where they may seek assistance in overcoming limitations such as inability to obtain bonding, lines of credit, financing, or insurance. Thompson Construction, Inc. has a list of bonding and insurance agents interested in working with Section 3 firms, as well as a consortium of minority owned institutions, municipal/state/federal small business programs, local financial and banking consultants and minority business organizations for assistance. Together we will conduct a thorough assessment of their strengths and weaknesses, develop an action plan for improvement and oversee the implementation of those recommendations.

10. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns. We have great success in scheduling construction-related events and procurement activities in a way that maximizes participation. Evening and even weekend events can be coordinate to accommodate Section 3 business concerns.

11. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns. Thompson Construction, Inc. will break down bid packages to maximize participation by Section 3 business concerns and alleviate bonding and insurance requirements wherever possible.

12. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation and radio advertising. Thompson Construction, Inc. will share information with public agencies (City of Puerto Rico, University of Puerto Rico System), minority contracting organizations (National Association of Women in Construction, Minority Contractors Association, Hispanic Contractors Association, United Minority Contractors of Puerto Rico, Puerto Rico Minority Supplier Development Council), local community development corporations local colleges and universities, and local churches regarding all contracting opportunities on this project. Advertisements will be placed in local print, web and radio publications. Information will also be made available on the project website that can be created and managed by a Section 3 business and/or resident.

13. Developing a list of eligible Section 3 business concerns. List of DOA/SBA certified Section 3 business concerns is located in the Appendix.

14. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses. Thompson Construction, Inc. will work with local agencies (i.e. Small Business Administration) and consultant to create entrepreneurial workshops targeted at Section 3 residents.

15. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns. Numerical goal of 10% has been established for this project.

16. Supporting businesses that provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the

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Department of Commerce and comparable agencies at the State and local levels.

17. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide low-income loans by providing working capitals and other financial business needs. Thompson Construction, Inc. will call on a consortium of minority owned financial institutions, municipal/state/federal small business programs, financial and banking consultants for assistance in developing a small business loan program for Section 3 business concerns.

18. Actively supporting joint ventures with Section 3 business concerns.

Methodology to be used for Monitoring Subcontractors that are Awarded Covered Contracts to Ensure Their Compliance with the Requirements of Section 3)
Thompson Construction, Inc., will closely review monthly contractor Applications for Payment to assure Section 3 compliance is maintained and goals are met. This is the single most important monitoring device we have. We will audit the monthly contractor applications for payment in order to ensure that their Section 3 commitments are included as line items in their monthly billing. This is the only way to guarantee that they have:

- Awarded the subcontract to the Section 3 firm(s)
- Allocated the correct contract dollar amount to the Section 3 firm(s)
- Actually billed on behalf of the Section 3 firm(s)
- Collected monthly affidavits and waivers of lien to assure the money is being paid to

Section 3 firm(s) identified for their monthly work in place

Thompson Construction, Inc. will also employ Section 3 Summary Reports to closely monitor contracting goals and procurement activities.

Preference for Section 3 Residents and Business Concerns (Specific Actions that will be Taken to Ensure that Low- and Very Low-Income Persons and the Business Concerns that Substantially Employ These Person will be Given Priority Consideration for Employment and Contracting Opportunities in Accordance with 24 CFR Part 135.34 and Part 135.36)

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, Thompson Construction, Inc. pledges that the following order of preference will be followed:

- First priority will be given to Section 3 contractors from the service area or neighborhood in which the Section 3 covered project is located.

Thompson Construction, Inc. commits that the following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

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- First priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
- Other Section 3 Residents.

Planned Procurement Procedures that Provide for Preference to Section 3 Business Concerns

This section (Section III of the Regulations), provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the Section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

1. Small Purchase Procedures For Section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph or the more formal procedures set forth in paragraphs (2) and (3) of this section may be utilized.

(i) Solicitation

(A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation the parties must be informed of:

The Section 3 covered contract to be awarded with sufficient specificity:

- The time within which quotations must be submitted; and
- The information that must be submitted with each quotation.

(B) If the method described in paragraph (i) (A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award

(A) Where the Section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the Section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a

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rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

2. Procurement by sealed bids (Invitations for Bids). Preference in the award of Section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(f) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- (B) is no more than "X" higher than the total bid price of the lowest responsive bid

from any responsible bidder. "X" is determined as follows: X=lesser of:

When the lowest responsive bid is less than \$100,000
When the lowest responsive bid is:
At least \$100,000, but less than \$200,000.....

At least \$200,000 but less than \$300,000.....
At least \$300,000 but less than \$400,000.....

At least \$400,000 but less than \$500,000.....
At least \$500,000 but less than \$1 million.....

10% of that bid or \$9,000

9% of that bid, or \$16,000 8% of that bid, or \$21,000 7% of that bid, or \$24,000 6% of that bid, or \$25,000 5% of that bid, or \$40,000

At least \$1 million but less than \$2 million.....
At least \$2 million but less than \$4 million.....

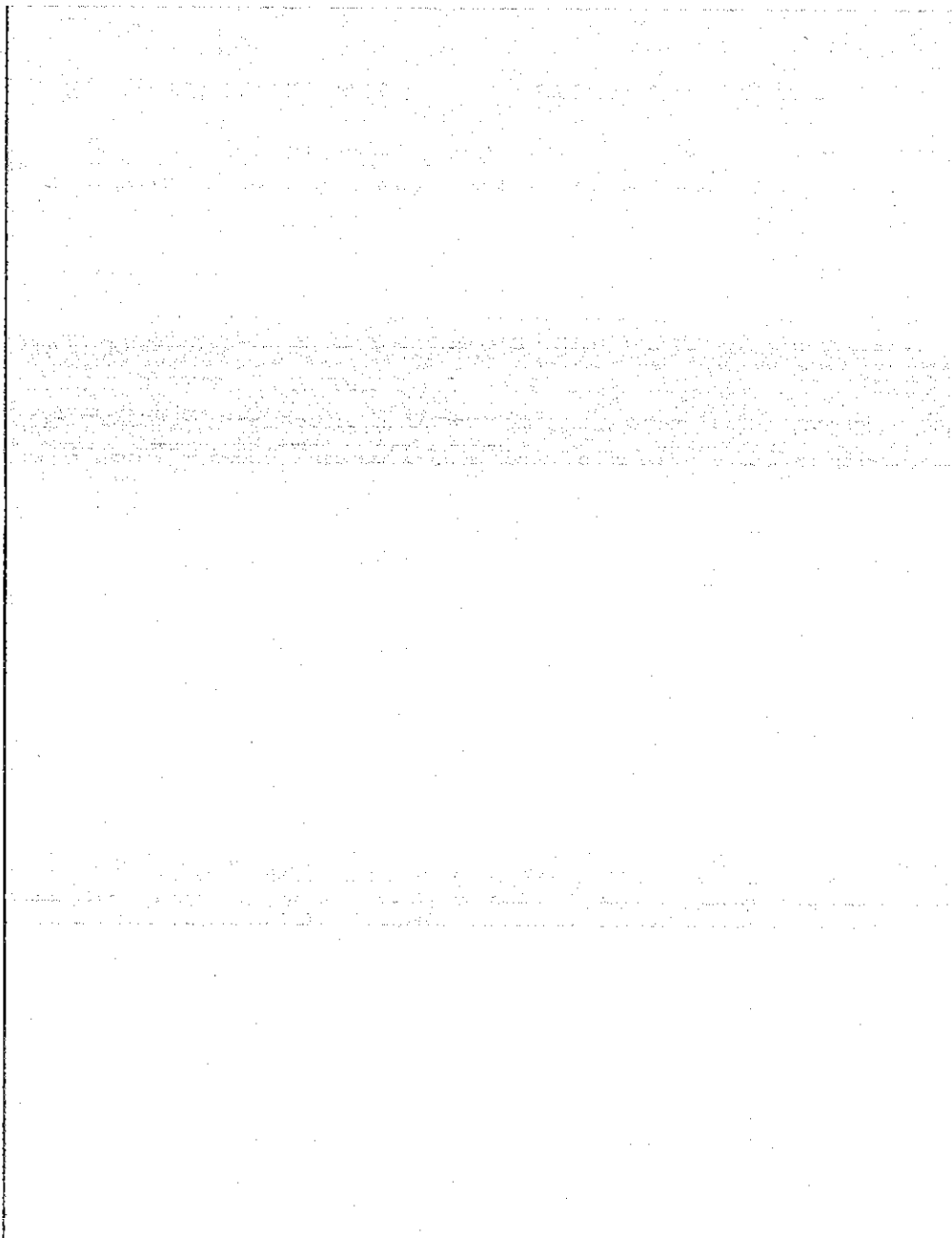
At least \$4 million but less than \$7 million.....
\$7 million or more.....

4% of that bid, or \$60,000

3% of that bid, or \$80,000

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2% of that bid, or \$105,000

1 1/2 % of the lowest responsive bid, with no dollar limit

(ii) If no responsive bid by a Section 3 business concern meets the requirements of paragraph (2) (i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3. Procurement under the competitive proposals method of procurement (Request for

Proposals RFP). (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(i) One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greater extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(ii) The component of this evaluation factor, designed to address the preference for Section 3 business concerns, must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iii) With respect to the second component (the acceptability of the Section 3 strategy), the RFP shall require the disclosure of the contractor's Section 3 strategy to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable Section 3 strategy. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

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ATTACHMENT 2
SCOPE OF WORK
Request for Proposals

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

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

1. Introduction and Overview

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

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

The PRDOH reserves the right, without limitations, to:

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

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

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

1.1. CDBG-DR Housing Programs

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

- Provide decent, safe, and sanitary housing in the disaster impacted areas through the provision of activities designed to resolve unmet needs from hurricane impacts to housing;
- Ensure that the housing needs of very low-, low- and moderate-income households are assisted with housing recovery support within the communities being served; and
- Achieve complimentary benefits of community and neighborhood revitalization, support the reduction of or reduce opportunities for slum and blight, and nurture in-fill opportunities.

The housing programs consists of: the R3 Program; the Title Clearance Program; the Rental Assistance Program; the Mortgage Catch-Up Program; the Social Interest Housing Assistance Program; the Housing Counseling Program; the CDBG-DR Gap to LIHTC Program; and the Home Energy Resilience Program; among others. Additional programs may be added by PRDOH through amendments to the Action Plan.

From the Housing Programs, the R3 Program is expected to have the most impact to single-family residences and will begin in earnest in a way that does not perpetuate building in high risk areas. Innovative construction and green building will modernize the housing stock, while improving individual assets and households' spending power. An increase in housing activity will generate layers of economic stimulus, creating jobs across multiple sectors and providing employment to local citizens. Strategic revitalization of affordable housing will lead cost-burdened LMI households to a fruitful long-term recovery.

The R3 Program encompasses the use of Construction Managers to coordinate, design, improve, and construct new replacement housing stock or repair existing single-family dwelling units

damaged by Hurricanes Irma or María. The Construction Managers will be key components of the R3 Program, which includes other services like: Call Center Operations; Program Managers; Cost Estimators; and Environmental Consultants; among others. It is expected that Selected Proposers actively coordinate and frequently engage with other stakeholders of the R3 Program.

There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

1.2. Single-Family Repair, Reconstruction, or Relocation Program (R3 Program)

The focus of the R3 Program is to provide relief for those who were impacted by Hurricanes Irma and María while addressing recognized impediments to affirmatively furthering fair housing as required under the Fair Housing Act. Assistance under this Program will be provided under three primary avenues: repair, reconstruction, and relocation (R3). Within the reconstruction or relocation venues, demolition of substantially damaged dwellings is an eligible activity.

Under the R3 Program all repair, reconstruction and new construction activities will be designed to incorporate principles of sustainability, including water conservation, energy efficiency, resilience, and mitigation against impacts from future disasters. The Selected Proposers will implement design and construction methods that emphasized quality, durability, energy efficiency, sustainability, and mold resistance.

The R3 program provides funding to repair damaged homes or rebuild substantially damaged homes in-place or at a new lot, in non-hazard areas and in compliance with applicable construction codes and standards. The repair and reconstruction venues return otherwise displaced families to their homes at their same community. Homes become eligible for reconstruction or relocation when (a) the property estimated cost of repair exceeds the lesser of \$60,000 or 50% of the home's current value – as confirmed through program inspection, (b) the property is determined to be substantially damaged by an authority having jurisdiction, or (c) if a feasibility inspection determines that reconstruction is required. Homes meeting these criteria will be reconstructed and will include resilient measures in structural materials. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) may be built in a new vacant lot or the homeowner may purchase an existing home at fair market price under the relocation venue. Construction of replacement homes will meet the construction standards in the latest approved Puerto Rico Building Code and must incorporate Green Building features. Homes with existing damage equal to or less than \$60,000 of 50% of the current home's value, whichever is lesser, will be repaired in compliance with the applicable building codes and standards, including the International Existing Building Code and HUD CPD Green Building Retrofit checklist.

The general objectives of the R3 Program are:

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



2. Construction Managers

The Selected Proposer(s) are expected to strengthen the R3 Program by providing their expertise, experience, and knowledge of design, construction, and contract administration to each project undertaken.

2.1. Objectives

Objectives for the Construction Managers include, but are not limited to, the following:

- Reduce the process and time from the award of benefits to applicants to projects' completion;
- Reduce the risks and legal burden to PRDOH and the R3 Program;
- Control costs and reduce budget overruns;
- Standardize the document controls while reducing the submittal burden on the PRDOH and its representatives;
- Improve the quality of documentation;
- Standardize designs/solutions while reducing the submittal burden on PRDOH and its representatives;
- Expedite and optimize solutions to any unforeseen conditions, while reducing contract modifications;
- Increase quality control and quality assurance in the overall R3 Program;
- Increase project safety while reducing liability to the R3 Program;
- Standardize and expedite the close-out process of projects; and
- Increase the compliance with green building initiatives/checklists.

2.2. Duties and Responsibilities

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

- Obtaining copies Damage Assessment Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Obtaining copies of the Environmental Review Reports for the assigned cases and clarifying any doubt with the PRDOH's representatives;
- Delivering the Lead and Asbestos pamphlets for the assigned cases to the homeowners, during the pre-construction conference for projects;
- Obtaining copies of Homeowners' authorization to access and work on property, before starting any repair or reconstruction work; and
- Obtaining copies of Homeowners' waiver of liability to remain on the property during construction, if applicable. These waivers shall be obtained during the pre-construction conference with the Homeowner.

2.3. Construction Manager Levels

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

2.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with high financial capabilities which are able to perform work in large quantities at any given time and within a large area. Level 1 Construction Managers:



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

2.3.2. Level 2 Construction Managers

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

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

3. Staff and Subcontractors



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

3.1. Staff Requirement

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

3.2. Staff Experience and Qualifications

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

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

3.2.1. Senior Project Manager

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

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



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

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

3.2.2. Lead Design Manager

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

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



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

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

3.2.3. Lead Permit Manager

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

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



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

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

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

3.2.4. Lead Procurement Manager

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

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

The Lead Procurement Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She must possess academic and practical knowledge in cost control, record keeping, best accounting practices, purchasing process, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Procurement Manager must have:

- A bachelor's or master's degree from an accredited institution in financial, business, engineering, or economic related fields;
- At least ten (10) years of experience as team manager in the accounting, financial or procurement industries; and
- At least five (5) years of experience with construction projects, facilities management or real estate management.

3.2.5. Lead Construction Manager

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

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

The Lead Construction Manager shall maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in construction (method, materials, equipment, etc.), Puerto Rico Building Code, safety, scheduling, contract administration, and construction management in CDBG disaster recovery or similar construction programs/projects. The Lead Construction Manager must have:



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

3.2.6. Lead Safety Manager

The resource assigned as Lead Safety Manager shall work together and under the direct supervision of the Senior Project Manager, to control the occupational safety and health aspects of the R3 projects. The Lead Safety Manager will supervise the safety compliance team of the R3 program, with the following responsibilities:

- Development, implementation and maintenance of the overall safety plan for the R3 projects;
- Development, implementation and maintenance of the projects' specific safety plan for the R3 projects;
- Development and enforce safety protocols related to occupational safety and health issues;
- Preparing and certifying the regulatory documentation, related to occupation safety and health aspects, including but limited to: OSHA 300 form, OSHA 300A form, incident report, safety data sheets' binder, hazard communication, and warning labels;
- Analyzing incidents, tracking incident metrics, and preparing protocols to prevent future events;
- Preparing and conducting safety meeting and training with the group leaders of the safety compliance team;
- Assigning tasks and managing the safety compliance team's personnel;
- Identifying and allocating resources to the occupational safety and health activities;
- Assisting the Senior Project Manager with the risk assessment of regulatory and occupation safety issues;
- Recommending and advising the Senior Project Manager as the subject matter expert in the occupation safety and health issues;
- Owning and pursuing outstanding safety and health related issues, like, but not limited to: submittals, rigging plans, protocols, high risk events, OSHA, PROSHA, personal protection equipment, and safety inspections;
- Coordinating various components of projects to ensure the on-time delivery of safety compliance deliverables, including but limited to: rigging plan, risk evaluation, safety reports, tool box meeting, training, record keeping, and certifications;
- Promoting inter-team communication and keeping all the safety compliance team informed;
- Managing the individual group leaders of the safety compliance team;



- Assisting the Senior Project Manager in the evaluation of safety compliance team, staff and performance;
- Assisting the Senior Project in the controls of the budget for the safety compliance activities;
- Assisting the Senior Project with status reports, trainings and presentations for the safety compliance activities;
- Promoting responsible safety and health practices during the abatement, demolition, construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the safety compliance team;
- Assuming responsibility for work products of the safety compliance team;
- Assuming responsibility for the prevention, communication and correction of safety issues during the all the phases of the R3 projects;
- Assuming responsibility for safety and health issues during the construction phase; and
- Any other function required to support the R3 program.

The Lead Safety Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in occupational safety, human health, risk assessment, labor laws and regulations related to workplace safety, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Safety Manager must have:

- A bachelor's from an accredited institution;
- Knowledge of OSHA regulations with regards to construction;
- 30 hour of OSHA training (OSHA trainer certificate preferred);
- Ability to train, influence, and motivate groups and team members;
- Clear understanding of specific safety issues related to construction;
- At least ten (10) years of experience in the occupational safety and health industry; and
- At least five (5) years of experience in construction safety for housing or residential projects.

3.2.7. Lead Quality Control Manager

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

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



- Assigning tasks and managing the quality control team's personnel;
- Identifying and allocating resources to the quality control activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the quality control and quality assurance issues;
- Owning and pursuing outstanding quality related issues similar to, but not limited to: coordination drawings, quality control submittals, quality requirements, testing procedures, testing results, equipment start-up, quality control inspection, and mock-ups;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: testing, quality control reports, QC meetings, QC training, record keeping, and QC certifications;
- Promoting inter-team communication and keeping all the quality control team informed;
- Managing the individual group leaders of the quality control team;
- Assisting the Senior Project Manager in the evaluation of the quality control team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the quality control activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the quality control activities;
- Promoting total quality control practices during the construction, closeout and warranty phases of the R3 projects;
- Promoting ethical behaviors and work ethic within the quality control team;
- Assuming responsibility for work products of the quality control team;
- Assuming responsibility for the prevention, communication and correction of quality control issues, during the construction, closeout and warranty the phases of the R3 projects;
- Assuming responsibility for quality control issues during the construction, closeout and warranty phases; and
- Any other function required to support the R3 program.

The Lead Quality Control Manager must maintain a complete understanding of all applicable R3 Program policies, requirements, and procedures. He / She shall possess academic and practical knowledge in quality control, quality assurance, commissioning, contract administration, and team management in CDBG disaster recovery or similar construction programs/projects. The Lead Quality Control Manager must have:

- A bachelor's from an accredited institution in engineering, architecture, business or science-related field;
- Clear understanding of specific quality issues related to construction;
- Knowledge in Total Quality Management concepts and practical application to the construction industry;
- At least ten (10) years of experience as team manager in the quality management industry; and
- At least five (5) years of experience in quality control in the construction industry for housing or residential projects.



3.2.8. Lead Human Resource Manager

The resource assigned as Lead Human Resource Manager shall work together and under the direct supervision of the Senior Project Manager to control the labor regulation compliance and staffing aspects of the R3 projects. The Lead Human Resource Manager will supervise the Human Resource team of the R3 program, with the following responsibilities:

- Development, implementation and enforcement of the program's personnel policy and employee manual for the R3 projects;
- Development, implementation and update of the projects' specific staffing plan for the R3 projects;
- Assist and track the subcontractor with the labor laws and regulation compliance for the R3 projects;
- Documenting, tracking and resolving staffing issues, complains and discipline;
- Preparing and conducting meetings and trainings with the group leaders of the human resource team;
- Assigning tasks and managing the human resource team's personnel;
- Identifying and allocating resources to the human resource activities;
- Recommending and advising the Senior Project Manager as the subject matter expert in the human resource issues;
- Ensuring the Selected Proposer and its lower tier contractors, document and comply with Executive Order OE-2018-033 "EXECUTIVE ORDER OF THE GOVERNOR OF PUERTO RICO, HON. RICARDO ROSELLO-NEVARES, TO INCREASE THE MINIMUM WAGE OF CONSTRUCTION WORKERS, TO BRING INTO FORCE THE LAWS REQUIRING THE USE OF CEMENT PRODUCED IN PUERTO RICO, AND TO REQUIRE THE USE OF LABOR AGREEMENTS IN PUBLICLY FUNDED CONSTRUCTION PROJECTS";
- Owning and pursuing outstanding labor compliance related issues for the Selected Proposer and its subcontractors.
- Knowledge in the following subjects, but not limited to: minimum wage, the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise;
- Coordinating various components of projects to ensure the on-time delivery of quality control deliverables, including but limited to: PRDOH documentation, labor compliance certifications, payroll weekly statement of compliance; worker classification system, and employee interviews;
- Promoting inter-team communication and keeping all the human resource team informed;
- Managing the individual group leaders of the human resource team;
- Assisting the Senior Project Manager in the evaluation of the resource team, staff and performance;
- Assisting the Senior Project Manager in the controls of the budget for the labor compliance activities;
- Assisting the Senior Project Manager with status reports, trainings and presentations for the human resource activities;
- Promoting safe, healthy, fulling workplace, and fair compensation in all phases of the R3 projects;



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

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

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

3.2.9. Lead Warranty Manager

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

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



- Assisting the Senior Project Manager with status reports, trainings and presentations for the closeout and warranty activities;
- Promoting ethical behaviors and work ethic within the warranty team;
- Assuming responsibility for work products of the warranty team;
- Assuming responsibility for the closeout and warranty issues during the closeout and warranty phases; and
- Any other function required to support the R3 program.

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

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

3.3. Organizational and Staffing Plan

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor), position, rank and relationship of the personnel performing any Construction Manager services or planned to work on the R3 Program. The Proposers' organization and staffing plan shall specifically include the required number of personnel, roles, and responsibilities of each person on the project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

4. Deliverables and Milestones

The Selected Proposers are responsible to complete the specific activities and task for the R3 Program as describe in this section. These deliverables must be produced in a timely manner with the utmost diligence. The PRDOH or its representatives could modify (reduce or expand) theses deliverables or milestones, as required by the R3 Program circumstances. The deliverables required in this section will be presented in the Proposers schedules as milestones of the program or the projects.

4.1. Planning and Design Deliverables for Replacement Homes

The PRDOH will require three (3) phases of design for replacement homes (to be implemented under the reconstruction and relocation venues of the R3 Program). The first phase is the Conceptual Design. The second phase is Design Development. The third phase is the Construction Documents Phase. For repair works to be performed under the Program only Phase III of design (Construction Documents Phase) will apply. All Proposers will present their design alternatives for review in the following phases and timeframes.

4.1.1. Conceptual Design (Phase I)



The conceptual design for single-story and two-story 3-bedroom Model Homes will be submitted as part of the Proposals. For single-story and two-story 2-bedroom and 4-bedroom Model Homes the conceptual designs will be submitted after contract execution. Proposers must submit all the necessary information to clearly explain the design and construction technique intentions. The information and drawings for the Model Homes must clearly express the designer's intents in the following concepts:

- Appearance and aesthetics;
- Functionality and universal design;
- Areas and space distribution;
- Quality of proposed materials;
- Construction methodology and innovation; and
- Sustainability and resiliency.

4.1.1.1. Drawings

For conceptual design purposes one facade will be presented for each Model Home. The base model designs will be illustrated in floor plan, elevations, and sections drawings with a graphic scale. It is not necessary to include a site plan drawing in this phase. These renderings should be produced in standard commercial software like AutoCAD®.

4.1.1.2. Renderings

Conceptual designs must include color renderings of **(i)** a perspective view of the home, **(ii)** a 3D view of the front-façade, and **(iii)** a 3D view of interior living/dining areas. Renderings shall depict the overall appearance of the home and must be submitted in 11x17 (tabloid) paper. The hardcopy illustrations must have a high-quality printing and paper. Digital copy of the rendering could be required as part of the RFP evaluation process. These renderings should be produced in standard commercial software like Revit® or SketchUp®.

4.1.1.3. Narrative

The Proposers shall submit a technical narrative for each of the Model Home types which, additionally to describing the overall design concept, sets forth: **(i)** the codes and versions of such codes to be used for the Model Homes, **(ii)** the spaces provided and layout functionality, **(iii)** the proposed construction materials, **(iv)** the proposed construction methods to be used, **(v)** any energy efficiency or water conservation considerations, **(vi)** any sustainable design considerations, **(vii)** the expected time for construction, **(viii)** any necessary strategies to meet designated budgets; and **(ix)** how the home will comply any of the Green Standards set forth in this Scope of Work.

4.1.1.4. Document Format

Drawings, renderings and design narrative must be presented in an 11" x 17" (tabloid) bound booklet. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: design narrative, cover sheet, floor plans and room legend, sections, elevations, 3D drawings and other documents. Digital files must be supplied in CD or DVD disc(s).

4.1.1.5. Schedule of Deliverables



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

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

4.1.2. Design Development (Phase II)

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

4.1.2.1. Drawings

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

4.1.2.2. Technical specification

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

4.1.2.3. Renderings

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

4.1.2.4. Narrative

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



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

4.1.2.5. Cost Estimate

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

4.1.2.6. Document Format

The Selected Proposers must present the drawings, renderings in an 11" x 17" (tabloid) bound booklet. The technical specification and design narratives in an 8-½" x 11" (letter) bound binder. All presentation material shall be delivered in printed and digital format (PDF). Scale drawings so that they fit as large as possible in the booklet. The booklet will have the following order per sheet: cover sheet, titles, structural, architectural, plumbing, mechanical, electrical, 3D drawings, and other documents. The binder will have the following order: design narrative, technical specification, cost estimate, other documents. Digital files must be supplied in CD or DVD disc(s).

4.1.2.7. Permits and Endorsement

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

4.1.2.8. Schedule of Deliverables

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

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

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

4.1.3. Final Construction Documents (Phase III)

The Selected Proposers will develop and submit the final construction documents for all the repair and replacement home construction. For repair works this is the only design submission required for the R3 Program. The final construction documents will include all revisions required by the

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

4.1.3.1. Project Site and Conditions

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

4.1.3.2. Drawings

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

4.1.3.3. Technical specification

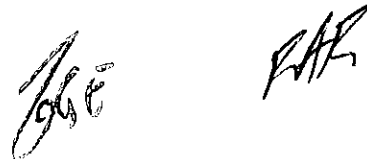
The Selected Proposers shall modify and complete the technical specifications approved under the Design Development Phase. These final specifications will describe the materials, products, quality, testing, construction method, and execution for each project assigned. The specifications are to include,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

4.1.3.4. Document Format

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

4.1.3.5. Permits and Endorsement

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



4.1.3.6. Schedule of Deliverables

Time is of the essence for the R3 program and the disaster recovery efforts. The Selected Proposers shall be responsible for completing the Final Construction Drawing activities and must produce the products or services of this section within twenty (20) days from the assignment of homes.

4.2. Lead and Asbestos Abatement, Demolition, Repair, and Replacement Home Construction Deliverables

The Selected Proposers will be responsible for completing all work applicable to the homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- **Design and Permitting:** Construction Managers, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. **There is no specific timeframe of performance for the design and permitting work.** Nonetheless, Construction Managers must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of this document will be measured from the date assignments are issued to the Construction Manager.
- **Repair Works:** All work under a repair award must be completed by Construction Managers within **sixty (60) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.
- **Replacement Home Construction Work:** All work under a repair award must be completed by Construction Managers within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

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



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

5. Metrics, Milestones, and Performance

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

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

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

6. Compliance of Work with Federal Laws

6.1. [Reserved]

6.2. Fair Labor Act

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

6.3. Davis-Bacon Act

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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 applicable¹.

7. Environmental Review

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

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

7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead form dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

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

7.2. Asbestos Survey

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

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

8. Damage Assessment Report

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

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

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



- Any other pertinent information to the Damage Assessment Report.

9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

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

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

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

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

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

Xactaware's Pricing Lists in combination with any Additional Line Item List published by PRDOH are the **Program Unit Price List**. All work performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as with the Minimum Architectural and Design Standards included as **Attachment 8** to the RFP.

9.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the R3 Program. Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of indirect expenses (general overhead) such as (i) salaries and benefits of employees and personnel like bookkeepers, executives, administrative personnel, purchasing staff, estimators, and anyone else working on the central offices and not directly employed on a specific project; (ii) any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes; (iii) any physical property including vehicles and associated cost; (iv) costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; (v) and depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business. Overhead is also inclusive of any direct expenses (job overhead) such as (i) cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space; (ii) project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and job superintendents, among other employed on-site staff; (iii) temporary facilities such as on-site offices and other temporary structures like tool sheds, on-site container storage, temporary barricades, railing, ramps, walls, and protection; (iv) temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees; (v) cost for drinking water for on-site staff and workers including cups and maintenance; (vi) project photographs and signage; (vii) surveying and project staking; (viii) site cleanup, both daily and final; and (ix) and testing and inspection required including pumping, soil testing, and material testing.

9.2. Profit

Profit for Program Unit Price List Items will also be standardized under the R3 Program. Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

10. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;

- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- **Repair Works:** Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
- **Construction of Replacement Homes:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are **(1)** upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), **(2)** upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), **(3)** upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and **(4)** upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.



Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

1. *Puerto Rico Building Code* (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
2. *Puerto Rico Residential Code* (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
3. *Puerto Rico Mechanical Code* (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
4. *Puerto Rico Plumbing Code* (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
5. *Puerto Rico Fire Code* (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
6. *Puerto Rico Fuel Gas Code* (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
7. *Puerto Rico Energy Conservation Code* (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
8. *Puerto Rico Existing Building Code* (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
9. *Puerto Rico Private Sewage Disposal Code* (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
10. *Puerto Rico Swimming Pool and Spa Code* (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPC")

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

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



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

12. Tasks

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

12.1. Task 01: Construction Management/Administration

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

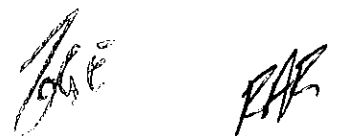
12.1.1. Duties and Responsibilities

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

12.1.2. Document Control and Information Technology

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

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



12.1.3. Occupational Safety and Health

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

12.1.4. Quality Control and Quality Assurance

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

12.1.5. Resilience Standard

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

12.1.6. Green Building Standard

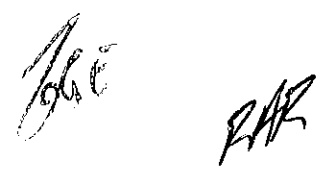
The R3 Program's construction activities must comply with the Green Building Standards as described in the Federal Register (83 FR 5844) published on February 9, 2018. All rehabilitation, reconstruction, or new construction should be designed to incorporate principles of sustainability, including water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

12.1.6.1. Green Standards for Repairs

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

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

12.1.6.2. Green Standards for Replacement Home Construction

Handwritten signatures in black ink, including a large signature that appears to be 'JGC' and another signature 'RAR' to the right.

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

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

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

12.1.7. Public Relations

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

12.1.8. R3 Program Coordination

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

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

- **Cost Estimators:** responsible for the estimating services in the construction and non-construction services for all CDBG-DR Programs. This entity will provide services to the PRDOH, that could include but are not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost analysis;
- **Environmental Consultants:** responsible for the environmental reviews of the properties in the R3 Program. This entity will provide services to the PRDOH that could include, but are not limited to, wetland evaluation, environmental site assessment, environmental testing, historical site evaluation, and archeological study.

Proposers may have to coordinate and communicate with additional stakeholders through the life of the Program.

12.2. Task 02: Architectural and Engineering Design

The Selected Proposers will be responsible for all aspects relating to the design of single-family homes. These designs will be performed and certified by individuals who are licensed to practice the professions of architecture or engineering in Puerto Rico. Services provided by Construction Managers, its subcontractors, agents and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of services under the contract. Also, Construction Managers must possess all necessary permits, endorsements and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Construction Managers, and each of their employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permits, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of submission of a Proposal and for the duration of the any Contract. Construction Managers will ensure that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience and license to perform such works, according to applicable federal and local rules and regulations.

The design for non-substantially damaged single-family homes will fall under the design category of Repairs. The design for substantially damaged single-family homes or structures in high risk areas, as determine by the PRDOH or its representative, will fall under the design categories of Reconstruction in place or New Construction. Existing homes that require demolition or abatement will fall under the design category of Demolition. The design of demolition work for substantially damaged homes will also be part of the Selected Proposers' responsibilities.

The risk of design includes (but is not limited to): inadequate design planning and substandard design versus user requirements; ineffective design development coordination and delays in complying with schedules; risk that design does not fully comply with technical requirements, relevant codes, and standards; and general risk of not completing the design on schedule and within budget.



12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-in for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

12.2.3. Specific Requirements:

- Primary material of construction for the structure and site will be concrete with local manufactured cement in accordance with the requirements of Executive Order No. OE-2018-033 and Act 109 of 1985. For the purpose of clarity, the use of local manufactured cement will apply to any cast-in-place concrete work performed. The use of non-locally manufactured cement may be permitted when materials or products are not locally available in sufficient quantities or if required quality standards cannot be achieved with local products.
- Single-Family Manufactured or Modular homes will be allowed.
- All the engineer or architectural research, data and analysis necessary for the completion of the R3 designs will be included in the costs of the repairs, reconstruction or new construction work. These ancillary costs may include but limited to: soil studies, traffic studies, tree inventory, hydrology & hydraulic study, or land surveys;
- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$145,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$160,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$170,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$205,000.00;
- Maximum Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- Maximum Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional



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

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

12.2.4. Repairs

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

12.2.5. Reconstruction or New Construction

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

12.2.6. Minimal suggested approximate area requirements

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

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

12.2.7. Single-Story Detached houses

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

12.2.8. Party-Wall houses

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

12.3. Task 03: Permits and Endorsements

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

12.3.1. List of Permits or Endorsements

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



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

12.4. Task 04: Lead & Asbestos Abatement

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

12.4.1. Objectives

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

12.4.2. General Requirements

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

12.4.3. Specific Requirements (if required)

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

- Performing all the inspection and material disposals as required by the environmental laws and regulations;
- Performing all the testing and certification required for the mitigation or abatement in the house or the project;
- Closing the mitigation of abatement permits;
- Providing evidence and digital copy of the closing documentation of the mitigation of abatement permits; and
- Documenting and reporting all the mitigation or abatement activities.

12.4.4. Notice of Completion

The mitigation and abatement for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the hazardous materials have been mitigated or eliminated from the house or project;
- Delivery of the test results have been provided to PRDOH or its representatives;
- Delivery of the final inspection reports with certification have been provided to PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies;
- The Asbestos Abatement permit have been closed with the corresponding government agencies; and
- The PRDOH or its representative have provided a written confirmation that this task has been completed.

12.5. Task 05: General Demolition

The Selected Proposers will provide the general demolition services for the Reconstruction, New Construction, or Relocated families. The demolition activities will be assigned to the Construction Managers by the PRDOH or its representatives. If required, the lead and asbestos abatement will be performed by the Selected Proposers under the Task 04 and before the General Demolition starts. The Contractor may not perform any work outside of the approved written task without prior authorization or an approve Change Order to the work order. The demolition's work plan will be designed by the Selected Proposers.

12.5.1. Notice of Completion

The general demolition for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- The house structure has been removed and the resulting materials disposed as required by the demolition design, permits, and regulations;
- The site has been clean of all debris, trash or unsuitable materials;
- The site has been prepared to a level that permits the start of the foundations;
- The grading for the structure and site has been adjusted to the require levels of the demolition design and flood analysis; and
- The Owner or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Contract.



12.6. Task 06: Single-Family Repair

Homes with an estimated cost of repair less than \$60,000 or 50% of the current value of the home, whichever is lesser, will be rehabilitated in place to achieve living standards and compliance with applicable building codes. The estimated costs of repair will be determined by the Program's Damage Assessment Report. The repair scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representative. Construction Managers must confirm on site all work stated in the Damage Assessment Report.

12.6.1. General Requirements

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

12.6.2. Specific Requirements

The Selected Proposer will be required to repair the eligible homes from an array of repairs ranging from minor to mayor. The rehabilitation activities for each dwelling unit will be based in the Damage Assessment Report and may include, although not be limited to, the following:

- Preparing a work plan and schedule for each household repair, using the information provided in the Damage Assessment report and Probable Cost Estimate;



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

12.6.3. Notice of Completion

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



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

12.7. Task 07: Single-Family Reconstruction or New Construction

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

12.7.1. General Requirements

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



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

12.7.2. Specific Requirements

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

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

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

12.7.3. Notice of Completion

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

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

12.8. Task 08: Projects Closeout

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

12.8.1. Duties and Responsibilities:

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



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

12.8.2. Closeout Checklist and Binder (PRDOH):

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

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

12.8.3. Closeout Checklist and Binder (Homeowner):

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

- Binder cover, dividers and checklist;
- Waterproofing system warranties;
- Equipment warranties and transfer to homeowner;
- Operation and Maintenance Manuals;
- Record drawings, signed and sealed;
- Master plumber certifications;
- Professional electrician certifications (interior and exterior);
- Digital copies of relevant submittals (pdf format);
- Construction and Occupancy permits; and
- Any other documents required by the R3 Program.

12.9. Task 10: Warranty Period

All work performed by the Selected Proposers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar Water Heaters will be guaranteed for a minimum of five (5) years;
- Equipment and Appliance installed will be guaranteed for a minimum of one (1) years or as provided for by the manufacturer (whichever is greater); and
- All other work will be guaranteed for a period of one (1) year.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be logged into

the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary legal resources as prescribed in the Construction Manager's contract.

12.10. Task 11: Temporary Relocation

CDBG-DR funds may be used for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the R3 Program qualify for temporary relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The R3 Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the applicant must:

1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
3. Have no duplication of benefits issues that could prevent the Program from providing services;
4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate² for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

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

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



Construction Managers are required to issue temporary relocation payments to Program applicants as applicable and approved by the PRDOH under an assignment or a case-specific change order related to an assignment. The PRDOH will reimburse Construction Managers for temporary relocation assistance payments issued to applicants as approved by the Program. Reimbursements for temporary relocation payments issued will not include any additional costs (administrative, overhead, profit, or otherwise).

END OF SCOPE OF WORK

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Attachment D

William Rios Maldonado

From: Curtis Hutto <CHutto@thompsonind.com>
Sent: Wednesday, August 14, 2019 12:16 PM
To: William Rios Maldonado
Cc: Laura Pagan Santana; CDBGDR-PROCUREMENT
Subject: BAFO Response :: CDBG-DR-RFP-2018-09 :: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Attachments: TCG - Exhibit O-1_Program Unit Price List - Signed Aug14.pdf; TCG - Exhibit O-2 _Replacement Home Cost Form - All - Signed Aug14.pdf; TCG - Exhibit O-2 _Replacement Home Cost Form - Excel - Aug14.xlsx

To PRDOH:

As requested, please see the attached revised BAFO from Thompson Construction Group, Inc. Please do not hesitate to reach out to me should you have any questions.

Regards,

Curtis

C. Curtis Hutto
Vice President / CFO



Thompson

100 North Main Street
Sumter, SC 29180
803.773.8005 (Office)
803.934.0116 (Direct)
chutto@thompsonind.com
<http://www.thompsonind.com>

This message has been scanned for malware by Websense. www.websense.com

A handwritten signature in black ink, appearing to read "Curtis".

A handwritten signature in black ink, appearing to read "FAR".



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-1
PROGRAM UNIT PRICE LIST

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

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) will standardize line item pricing to (i) facilitate communication and provide consistency amongst the PRDOH and its vendors; (ii) ensure applicants are treated fairly during award determination process; (iii) prevent unfair treatment and unbalanced treatment to applicants; and (iv) facilitate the review and approval of applications for payment and change orders for Construction Managers.

XACTAWARE'S PRICING LIST

The R3 Program will make use of Xactaware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

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

ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST

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

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

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OVERHEAD AND PROFIT

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

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

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction Manger's entitlement for work completed in compliance with Program requirements. Profit will be calculated on a cumulative basis with overhead.

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when determining the total cost of work to be performed.

No.	Item Description	Units	Unit Cost	Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	Soft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	LS	\$5,250	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	Soft Cost: Design and Permitting for Repair Awards from \$20,001 to \$30,000	LS	\$7,330	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

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

Construction Works (Hard Costs)

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

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

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	\$6.56	Cost Reasonableness Basis: RSMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$129.85	Cost Reasonableness Basis: RSMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$192.34	Cost Reasonableness Basis: RSMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$185.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$245.01	Cost Reasonableness Basis: RSMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98	Cost Reasonableness Basis: RSMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$4.67	Cost Reasonableness Basis: RSMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.32	Cost Reasonableness Basis: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.50	Cost Reasonableness Basis: RSMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$4.37	Cost Reasonableness Basis: RSMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.19	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12'	SF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69	Cost Reasonableness Basis: RSMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	\$21.72	Cost Reasonableness Basis: RSMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	\$19.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	\$11.29	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.31	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
30	Lead Removal: Door trim, one side	LF	\$9.65	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
31	Lead Removal: Fence, picket, one side	SF	\$20.26	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	\$20.27	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrails	LF	\$7.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	\$8.86	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.46	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.50	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$38.52	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal: Pipe hangers	EA	\$17.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	\$7.88	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	SF	\$12.70	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$171.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$227.34	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$272.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$341.18	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$17.75	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$6.57	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
47	Asbestos Removal: Metal Beams	LF	\$43.29	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
48	Asbestos Removal: Duct or AHU Insulation	SF	\$6.96	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$6.80	Cost Reasonableness Basis: RSMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$7.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$8.74	Cost Reasonableness Basis: RSMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$11.15	Cost Reasonableness Basis: RSMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$9.41	Cost Reasonableness Basis: RSMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$19.13	Cost Reasonableness Basis: RSMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$20.14	Cost Reasonableness Basis: RSMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$31.88	Cost Reasonableness Basis: RSMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$47.44	Cost Reasonableness Basis: RSMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$34.95	Cost Reasonableness Basis: RSMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$5.09	Cost Reasonableness Basis: RSMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$3.40	Cost Reasonableness Basis: RSMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$6.05	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$3.82	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$15.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$1.67	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
 Request for Proposals No. CDBG-DR-RFP-2018-09
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant for Disaster Recovery
 Page 7 / 7

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

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.

Thompson Construction Group, Inc.

Proposer Entity Name

Proposer Authorized Representative Signature

C. Curtis Hutto, CFO

Proposer Authorized Representative Printed Name

August 14, 2019

Date

END OF PROGRAM UNIT PRICE LIST

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
 Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
 Community Development Block Grant – Disaster Recovery
 CDBG-DR-RFP-2018-09
 (Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$13,764.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$3,303.39
SC-03	Services During Construction (Design Supervision)	\$5,505.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$2,345.41
SC-05	Overhead Cost (applicable to all soft costs)	\$4,983.71
SC-06	Profit Cost (applicable to all soft costs)	\$2,491.86
Sub-Total Soft Costs ⁽³⁾		\$32,394.14
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$110,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$22,022.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$11,011.30
Sub-Total Hard Costs ⁽⁴⁾		\$143,146.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$9,675.13
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$208.02
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,976.63
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$988.32
Sub-Total ADA Compliance Delta Costs		\$12,848.10
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁸⁾		\$175,541.04
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$188,389.14

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hutto, CFO
Proposer's Authorized Representative Printed Name







GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

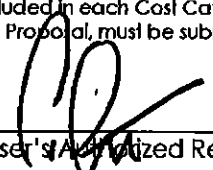
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$16,139.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$3,873.39
SC-03	Services During Construction (Design Supervision)	\$6,455.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$2,750.11
SC-05	Overhead Cost (applicable to all soft costs)	\$5,843.65
SC-06	Profit Cost (applicable to all soft costs)	\$2,921.83
Sub-Total Soft Costs ⁽³⁾		\$37,983.75
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$129,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$25,822.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,911.30
Sub-Total Hard Costs ⁽⁴⁾		\$167,846.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$9,675.13
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$208.02
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,976.63
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$988.32
Sub-Total ADA Compliance Delta Costs		\$12,848.10
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$205,830.65
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$218,678.75

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipally were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hutto, CFO
Proposer's Authorized Representative Printed Name

Minimum Depth: 14" minimum

Doors and Windows

The operation of all windows and components will have a minimum energy efficiency. Likewise, the windows will include bug screens that protect with the window frame color. All exterior doors will have a minimum 1 1/2" clear door opening width between doors and frames will be 1 3/4" thick. All exterior doors will be solid wood doors. All interior doors will have a minimum 1 1/2" clear door opening width. If a pre-qualified wood interior door will be a minimum 1 3/4" thick. Hollow core Oak or Birch veneer.

Door Hardware

Exterior Door: (2) security hinges and safety smooth locks with deadbolt interior Door: (2) hinges and lever handles. Privacy door lock for bedrooms and bathrooms. Hinges with knob/hold or handle members with deadbolt hardware will have a shape designed for easy gripping with one hand and can't require tight pinching or wrist-twisting to operate.

Cabinet / Countertop / Vanity

Countertop: Granite, Laminate, Quartz, Solid Surface, Marble, Wood or Plastic. Countertop Grains: Precast-Composite Characteristic Provide decorative plastic laminate with the following surface finish characteristics: 1. Stone-Spread Index: 25 or less; 2. Smoke-Developed Index: 450 or less; 3. Name: All exposed faces and edges finished. If of countertop dependent on product's grade. Minimum 10 LB Charismatic Systems High-density PVC panel Water-resistant; 1/2" panelboard Plywood Grade B. Double bevel 1 1/2" deep x 1/4" thick depth. Double bevel 1 1/2" deep x 1/4" thick depth. Cabinet: 3/4" thick Laminated, Wood or Plastic. Note: All exposed faces and edges finished. Water wood substrate (not laminated) will be smooth finish and water sealed. All cabinets will have back panels 1/4" minimum depth. Cabinet Substrate: High-density PVC panel Water-resistant; 1/2" panelboard Plywood Grade B. High-density PVC panel Water-resistant; 1/2" panelboard Plywood Grade B. Will be laminated smooth easy to grip door & drawer handles. Type to be selected by owner. Hardware: Soft closing door hinges and drawer slides.

Kitchen Cabinet Drawers & Drawers

Vanity: Sink Materials: All other materials (except composite) Minimum: 2 1/2" inches Cabinet: 3/4" thick Laminated Wood or Plastic. Note: All exposed faces and edges finished. Water wood substrate (not laminated) will be smooth finish and water sealed. Cabinet Substrate: High-density PVC panel Water-resistant; 1/2" panelboard Plywood Grade B. Drawers & Drawers: Will be laminated or with easy to grip door & drawer handles. Type to be selected by owner. Hardware: Soft closing door hinges and drawer slides.

Bedroom Vanity, Sink, Cabinet & Mirror Accessories

Vanity: Sink Materials: All other materials (except composite) Minimum: 2 1/2" inches Cabinet: 3/4" thick Laminated Wood or Plastic. Note: All exposed faces and edges finished. Water wood substrate (not laminated) will be smooth finish and water sealed. Cabinet Substrate: High-density PVC panel Water-resistant; 1/2" panelboard Plywood Grade B. Drawers & Drawers: Will be laminated or with easy to grip door & drawer handles. Type to be selected by owner. Hardware: Soft closing door hinges and drawer slides.

Lighting Fixtures

Energy Star Certified LED recessed lighting fixtures with LED bulb (also beam, medium or standard 10,000-hour minimum life).

Lighting Fixtures

Energy Star Certified LED recessed lighting fixtures with LED bulb (also beam, medium or standard 10,000-hour minimum life).

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<p>Basic: length</p> <p>Electric Top-Out</p> <p>Range Vent</p> <p>Inflator Lights</p> <p>Soth Vent/Light</p> <p>Exterior Lights</p> <p>Smoke/CO2, TV, Telephone</p> <p>Doors</p> <p>Other</p>	<p>Provide: Verify lighting fixture above mirror and ceiling mount lighting fixture</p> <p>Provide: provide: lighting fixture above mirror and ceiling mount lighting fixture</p> <p>Provide: provide: lighting fixture above mirror and ceiling mount lighting fixture</p> <p>Provide: provide: lighting fixture above mirror and ceiling mount lighting fixture</p>
<p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p>	<p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p> <p>Underfloor Ductwork</p>
<p>Electrical</p> <p>Electrical</p> <p>Electrical</p> <p>Electrical</p>	<p>Electrical</p> <p>Electrical</p> <p>Electrical</p> <p>Electrical</p>
<p>ADA</p> <p>ADA</p> <p>ADA</p> <p>ADA</p>	<p>ADA</p> <p>ADA</p> <p>ADA</p> <p>ADA</p>
<p>Bedroom</p> <p>Bedroom</p> <p>Bedroom</p> <p>Bedroom</p>	<p>Bedroom</p> <p>Bedroom</p> <p>Bedroom</p> <p>Bedroom</p>
<p>Bathroom</p> <p>Bathroom</p> <p>Bathroom</p> <p>Bathroom</p>	<p>Bathroom</p> <p>Bathroom</p> <p>Bathroom</p> <p>Bathroom</p>



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$17,514.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,203.39
SC-03	Services During Construction (Design Supervision)	\$7,005.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$2,984.41
SC-05	Overhead Cost (applicable to all soft costs)	\$6,341.51
SC-06	Profit Cost (applicable to all soft costs)	\$3,170.76
Sub-Total Soft Costs ⁽³⁾		\$41,219.84
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁴⁾		
HC-01	Replacement Home Construction Cost	\$140,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$28,022.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,011.30
Sub-Total Hard Costs ⁽⁴⁾		\$182,146.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$9,675.13
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$208.02
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,976.63
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$988.32
Sub-Total ADA Compliance Delta Costs		\$12,848.10
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$223,366.74
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$236,214.84

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Exhibit O-2 – Replacement Home Cost Form

(Revised for Negotiations on August 8, 2019)

CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Page 2 of 2

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (if any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Permits and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Permits and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hutto, CFO

Proposer's Authorized Representative Printed Name

THOMPSON CONSTRUCTION GROUP, INC.
EXHIBIT 0-2 (COST BREAKDOWN)

UNIT	Grade 30yr - Four addresses
Per sq. ft. (incl. porch)	4000 sq. ft.
Electric	12000 sq. ft.
Water / Drain Area	13000 sq. ft. (incl. land area) 11000 sq. ft. (other)
Per sq. ft. (incl. land)	1,200 sq. ft.
Total Minimum Area	20000 sq. ft.
Corporate	18000 sq. ft.
Other	2000 sq. ft.
Water	2000 sq. ft.
Electric	2000 sq. ft.
Per sq. ft. (incl. land)	2000 sq. ft.
Per sq. ft. (incl. land)	2000 sq. ft.

SOFT COSTS

Design and Consulting (architectural, structural, mechanical, electrical, plumbing, etc.)	10000
Engineering (civil, mechanical, electrical, etc.)	10000
Permitting (local, state, federal)	10000
Insurance (liability, property, etc.)	10000
Contingency (10% of hard costs)	10000
Other (miscellaneous)	10000
Total Soft Costs	50000

Hard Costs

Foundation (concrete, masonry, etc.)	10000
Structure (steel, concrete, etc.)	10000
Roofing (metal, asphalt, etc.)	10000
Exterior Walls (brick, stone, etc.)	10000
Interior Walls (drywall, etc.)	10000
Flooring (hardwood, tile, etc.)	10000
Paint (interior, exterior, etc.)	10000
Windows (double-pane, etc.)	10000
Doors (solid wood, etc.)	10000
Plumbing (sinks, toilets, etc.)	10000
Electrical (wiring, outlets, etc.)	10000
HVAC (furnace, air conditioning, etc.)	10000
Landscaping (lawn, trees, etc.)	10000
Site Work (excavation, grading, etc.)	10000
Permitting (local, state, federal)	10000
Insurance (liability, property, etc.)	10000
Contingency (10% of hard costs)	10000
Other (miscellaneous)	10000
Total Hard Costs	50000

1998

RAR

Minimum Depth 1/4" minimum

Door and Windows
The operation of all windows and components will have a minimum one-year warranty. Windows, the windows will include bug screening mesh with the window frame cast.

Exterior Doors
All exterior doors will have a minimum 3/4" clear door opening width. Exterior doors and frames will be 1 3/4" thick. All exterior doors will be solid wood doors. All interior doors will have a minimum 3/4" clear door opening width. If parallel, they shall be a minimum 1 3/4" thick. All exterior doors will be solid wood doors. Interior doors to be sand smooth finished, varnished, or lacquered. Interior cover: Oak or Birch Veneer.

Door Hardware
Chisel Doors and Openers
Vandal-Resistant
Vandal-Resistant (1) with Steel Glass System (2) has (2) levels
Exterior Doors (2) security hinges and exterior security (2) hinges with drop-in interior Door (2) hinges and lever handles. Privacy door locks for bedrooms and bathrooms. Hardware shall be designed for easy gripping with one hand and can't require high strength or self-sticking to operate.

Countertops
Kitchen
Cabinet
Countertop
Material: Granite
Color: White
Finish: Polished
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

Kitchen Cabinet
Upper & Lower

Bedroom Vanity
Solid Cabinet & Mirror Accessories

Waterproof
Water Resistant

MMC

Lighting
Recessed
Track
Dimmer

Countertop
Material: Granite
Color: White
Finish: Polished
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

Cabinet
Material: Solid Wood
Color: White
Finish: Veneer
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

Waterproof
Water Resistant
Material: Solid Wood
Color: White
Finish: Veneer
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

MMC
Material: Solid Wood
Color: White
Finish: Veneer
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

Lighting
Recessed
Track
Dimmer
Material: Solid Wood
Color: White
Finish: Veneer
Thickness: 1 1/2 inches
Edge: Beveled
Seam: Invisible
Installation: Undermount
Sink: Undermount
Backsplash: Solid Color Glass
Lighting: Under cabinet lighting

RHR

2000

Item	Description	Quantity	Unit	Price	Total
Electric Raupho	Provide Venti/Lighting fixture (above mirror) and ceiling mount lighting fixture	1	each	11,000.00	11,000.00
Electric Raupho	Provide panel, wiring to code with minimum 200 Amp service per codes, placement specified on. All details to be copper. Separate details for the refrigerator, dishwasher, range and microwave / vent hood will be provided. 4" top bracket of panel base electrical switch plates to be mounted 48" to top of outlet / A.F. outlet to be mounted 17" A.F. to bottom of box. Electrical service wire to be copper. Metal bar, plates and specifications are applicable codes. Includes wiring for smoke/CO2 detectors, codes, TV, telephone per plans and specifications. (In/out electric and connect of appliances and panel. Panel to be labeled for each breaker and from room for minimum of two additional circuits. Detail all details with wire schedule / outlet per plans and specifications and applicable codes. Installation of Venti Hood vented to the exterior, as indicated in plans and specifications. Per plans and specifications. Per plans and specifications. Per plans and specifications. Per plans and specifications. Per plans and specifications. Complete electrical for home	1	each	2,800.00	2,800.00
Underground	New main sewer and water supply from to light/meter including excavation and backfill, per plans and specifications and applicable codes. Drive, water and vent stack plumbing finish with schedule 40 PVC or equal, per plans and specifications and applicable codes. C/PVC water supply from, pressure test with house, install water heater, per plans and specifications and applicable codes. Includes per plans and specifications. Complete electrical for home. Water trap, laundry tub, vent. Contractor to provide receipt. Water traps labeled. Faucet, shower head and labels in accordance with plumbing fixtures	1	each	1,200.00	1,200.00
Appliances	Refrigerator Overhead Cabinet (2) 18 cu feet Range: Electric or Gas Range Size: 20 inches front loading Number of burners: 4 minimum Control Type: knob and Electronic Color: Granite Black/white	1	each	2,800.00	2,800.00
Countertop / Sink / Faucet	High Performance Solid 2 1/2 Foot (solid) front 2 Coats (minimum) Kitchen base cabinets Will cover the full length of countertop and full height from countertop up to the upper cabinet (bottom full kitchen length).	1	each	1,200.00	1,200.00
Overhead	Overhead Cook range/hood as specified under item 11 and detail Final Cost (top cabinet is specified in item 11 and detail)	1	each	1,400.00	1,400.00
ADA	ADA Accessible Ramp to be provided per plan	1	each	5,600.00	5,600.00
Receives	Receives will be of least 20 inches wide Aisle around the doorways will be clear by at least 36 inches	1	each	2,000.00	2,000.00
Between	Door track for entryways, closets and cabinets are changed to pulk for any doors or ramps within the house we will install hardware	1	each	1,000.00	1,000.00
Between	All level 30 inches by 48 inches of clear floor space The set one counter top will be no taller than 34 inches and allow a wheelchair to roll through under the counter. The floor (and other wheelchair) will be usable with only one hand with forces of 5 lbs. of pressure or less. The total island will be no taller than 17 inches above the floor (with optional accommodation assured for wheelchair height needs). The total island will be no taller than 17 inches above the floor (with optional accommodation assured for wheelchair height needs). In the hub and/or shower, the shower head will be adjustable and will have off-sid or pressure balancing valves to avoid burn from hot water.	1	each	2,000.00	2,000.00
Between	For wheelchair access, removing floor cabinets and reworking the plumbing pipes against the brick wall will open up enough space for the wheelchair to reach the sink. It is anticipated that the wheelchair will be used to reach the edges of counters from directly in front with limited wheel. Any kitchen cabinets will be replaced with wheelchair accessible cabinets. In addition, kitchen appliances will have the controls mounted on the front for easy use. We will also consider down-sloping sidewalks where possible.	1	each	2,000.00	2,000.00
Between	Where door or hand of opening, visual indicators, door mats and doors will be made available. When a door is opened, higher floor and lower level indicators will be used in addition to audible indicators.	1	each	2,000.00	2,000.00
Between	Final Cost (top cabinet is specified in item 11 and detail)	1	each	1,400.00	1,400.00
Between	Final Cost (top cabinet is specified in item 11 and detail)	1	each	1,400.00	1,400.00



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

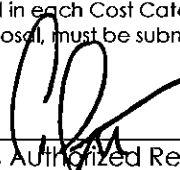
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$15,139.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$3,633.39
SC-03	Services During Construction (Design Supervision)	\$6,055.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$2,579.71
SC-05	Overhead Cost (applicable to all soft costs)	\$5,481.57
SC-06	Profit Cost (applicable to all soft costs)	\$2,740.79
Sub-Total Soft Costs ⁽³⁾		\$35,630.24
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$121,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$24,222.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,111.30
Sub-Total Hard Costs ⁽⁴⁾		\$157,446.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,158.89
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$ 218.42
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,075.46
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,037.73
Sub-Total ADA Compliance Delta Costs		\$13,490.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$193,077.14
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$206,567.64

John

RMR

Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. **Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.**
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

August 14, 2019

Date

C. Curtis Hutto, CFO

Proposer's Authorized Representative Printed Name





Window Treatments
 The operation of all windows and components will have a minimum one-year warranty. Blinds, the window will feature bug screens and moldings with the window frame color.
Exterior Doors
 All exterior doors will have a minimum 20-lb clear door opening width. Exterior doors and frames will be 1 3/4" thick. All exterior doors will be solid wood doors. Interior doors to be solid wood, veneered, or bequeered.
 Hollow-core Oak or Birch Veneer.
Chapel Doors and Organizer
 Chapel Organizers
 Veneered 1/2" x 2 1/4" x 1/4" with Steel Crest System Red, line (2) level.
Exterior Doors (2) Security Hinges and exterior security locks with double-throw doors. (2) Hinges and in-line handles.
 Heavy-duty door lock for dual doors and bedroom.
 Hinges with bolted end or family members with double-throw hardware will have a design designed for easy, grinding with one hand and can't require light pushing or waddling to operate.
Chapel Organizers
 Veneered 1/2" x 2 1/4" x 1/4" with Steel Crest System Red, line (2) level.
Exterior Doors (2) Security Hinges and exterior security locks with double-throw doors. (2) Hinges and in-line handles.
 Heavy-duty door lock for dual doors and bedroom.
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 Heavy-duty door lock for dual doors and bedroom.
 Hinges with bolted end or family members with double-throw hardware will have a design designed for easy, grinding with one hand and can't require light pushing or waddling to operate.

Handwritten signatures and initials.

Provide Verity Lighting fixture (shown intro) and ceiling mount lighting fixture

Provide panel wiring to make into a minimum 20 Amp service per code book and specifications. All details to be copied. Specify details for the refrigerator, dishwasher, range and microwave / vent hood will be provided. 4# in top breaker of neutral bus. Specified switch plates to be removed and to top of outlet A.F. include the maximum 15' A.F. to bottom of the electrical service wire to be copied. List per plans and specifications and applicable codes. Includes wiring for main/COD electrical code. TV telephone per plan and specifications. Third out electric and corner of all appliances and panel. Panel box will be located for each breaker and there is room for a minimum of two additional circuits. Hand all details with white wire/cables. Detail per specifications and applicable codes. Per plan and specifications. Per plan and specifications. Per plan and specifications. Per plan and specifications. Per plan and specifications. Complete electrical for home

New main service and meter supply. Specify top meter including excitation and local full per plan and specifications and applicable codes. Duct in side and vent stack. Planets (36) using schedule 40 PVC or equal per plan and specifications and applicable codes. Induct and vent pipes, pressure top of the hood, fixed water heater, per plan and specifications and applicable codes. Provide per plan and specifications. Complete plumbing per home. Water (gal, long @ needed). Contractor to provide material. Water lines labeled. Faucet, shower head and toilet flush handle for plumbing fixture.

Energy Star Certified Overall Capacity: 2.15 (cal. feet) Range: Electric or Gas Range: 30" (incl. front panel) Height: 34" (incl. counter-top) Number of Burners: 4 (incl. front burner) Control Type: Knob and Electronic Control Grates: Black/Chrome

High Performance Rigid 2 1/2 inch (incl. overhang) 2 Coat (interior) 2 Coat (exterior) Will cover the full length of counter-top and full height from counter-top to the upper cabinet (ceilings) in all kitchen layouts.

Overhead Coat (applicable to Standard Model) (Standard) 2 Coat (interior) 2 Coat (exterior) Per Plan (not applicable to Standard Model) (Standard) \$ 14,225.00 Per Plan (not applicable to Standard Model) (Standard) \$ 12,311.30

ADA Accessible ramp to be provided per plan

Doors will be at least 32 inches wide Also ground the door per plan by at least 3/32 inch

Downsides for entryway, closets and cockpits are designed to park. For any outdoor parking within the home we will install handrails. All handrails to be installed on either side of the steps. The first and last step will be no higher than 31 inches and give a visual signal to not enough handrail for access. The last step will be no higher than 19 inches above the floor with additional accommodations (such as a handrail) if needed. The 19th inch will be no higher than 17 inches above the floor with additional accommodations (such as a handrail) if needed. In the use and/or show, the stairway will be accessible and will have one handrail or pressure balancing rail to avoid burns from hot water.

For wheelchair access, removing low cabinets and seating or moving the parking space (over the door) will open up enough space for the wheelchair to reach the sink. The sink and counter-top will be no higher than 32 inches for general accommodations. We will install a contoured edge-board on counter-tops to pronounce the signal of counter more clearly for those who are blind. Any areas on cabinets will be replaced with pull or ornate and widening knobs. In addition, kitchen appliances will have the controls mounted on the front for easy use. We will also consider screen-style appliances where possible.

When dual or hard of hearing, visual indicators, demerils and doors will be made available. When additional doors, bristles, fabric and heavy limited indications will be used in addition to audible indicators. Hardware (Cabinet) (applicable to ADA Compliance) (Standard) \$ 7,218.60 Hardware (Cabinet) (applicable to ADA Compliance) (Standard) \$ 2,712.00 Hardware (Cabinet) (applicable to ADA Compliance) (Standard) \$ 1,007.70

ADA Accessible ramp to be provided per plan

Doors will be at least 32 inches wide Also ground the door per plan by at least 3/32 inch

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Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 7,218.60
Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 2,712.00
Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 1,007.70
ADA Accessible ramp to be provided per plan	\$ 10,338.50
Doors will be at least 32 inches wide	\$ 10,338.50
Downsides for entryway, closets and cockpits are designed to park	\$ 10,338.50
All handrails to be installed on either side of the steps	\$ 10,338.50
The first and last step will be no higher than 31 inches and give a visual signal to not enough handrail for access	\$ 10,338.50
The last step will be no higher than 19 inches above the floor with additional accommodations (such as a handrail) if needed	\$ 10,338.50
The 19th inch will be no higher than 17 inches above the floor with additional accommodations (such as a handrail) if needed	\$ 10,338.50
In the use and/or show, the stairway will be accessible and will have one handrail or pressure balancing rail to avoid burns from hot water	\$ 10,338.50
For wheelchair access, removing low cabinets and seating or moving the parking space (over the door) will open up enough space for the wheelchair to reach the sink	\$ 10,338.50
The sink and counter-top will be no higher than 32 inches for general accommodations	\$ 10,338.50
We will install a contoured edge-board on counter-tops to pronounce the signal of counter more clearly for those who are blind	\$ 10,338.50
Any areas on cabinets will be replaced with pull or ornate and widening knobs	\$ 10,338.50
In addition, kitchen appliances will have the controls mounted on the front for easy use	\$ 10,338.50
We will also consider screen-style appliances where possible	\$ 10,338.50
When dual or hard of hearing, visual indicators, demerils and doors will be made available	\$ 10,338.50
When additional doors, bristles, fabric and heavy limited indications will be used in addition to audible indicators	\$ 10,338.50
Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 7,218.60
Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 2,712.00
Hardware (Cabinet) (applicable to ADA Compliance) (Standard)	\$ 1,007.70
ADA Accessible ramp to be provided per plan	\$ 10,338.50
Doors will be at least 32 inches wide	\$ 10,338.50
Downsides for entryway, closets and cockpits are designed to park	\$ 10,338.50
All handrails to be installed on either side of the steps	\$ 10,338.50
The first and last step will be no higher than 31 inches and give a visual signal to not enough handrail for access	\$ 10,338.50
The last step will be no higher than 19 inches above the floor with additional accommodations (such as a handrail) if needed	\$ 10,338.50
The 19th inch will be no higher than 17 inches above the floor with additional accommodations (such as a handrail) if needed	\$ 10,338.50
In the use and/or show, the stairway will be accessible and will have one handrail or pressure balancing rail to avoid burns from hot water	\$ 10,338.50
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We will also consider screen-style appliances where possible	\$ 10,338.50
When dual or hard of hearing, visual indicators, demerils and doors will be made available	\$ 10,338.50
When additional doors, bristles, fabric and heavy limited indications will be used in addition to audible indicators	\$ 10,338.50

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$17,639.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,233.39
SC-03	Services During Construction (Design Supervision)	\$7,055.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,005.71
SC-05	Overhead Cost (applicable to all soft costs)	\$6,386.77
SC-06	Profit Cost (applicable to all soft costs)	\$3,193.39
Sub-Total Soft Costs ⁽³⁾		\$41,514.03
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$141,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$28,222.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,111.30
Sub-Total Hard Costs ⁽⁴⁾		\$183,446.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,158.89
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$218.42
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,075.46
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,037.73
Sub-Total ADA Compliance Delta Costs		\$13,490.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$224,960.93
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$238,451.44

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hutto, CFO
Proposer's Authorized Representative Printed Name



Midroom, Duplex Unit, Midroom

15-7255543

Window: The operation of all window and door components will have a minimum one-year warranty. In addition, the window will include bug screens and products with the window frame color.

Exterior Door: All exterior doors will have a minimum 36-in. clear door opening width. Exterior doors and hardware will be 1 3/4" thick. All exterior doors will be solid wood doors.

Interior Door: All interior doors will have a minimum 36-in. clear door opening width. If a glass door, it shall have a minimum 1 3/4" thick, clear glass. All interior doors will be solid wood doors.

Door Hardware: All door hardware will be solid brass. All door hardware will be solid brass. All door hardware will be solid brass.

Door Operation: All door operation will be smooth. All door operation will be smooth. All door operation will be smooth.

Door Frame: All door frames will be solid wood. All door frames will be solid wood. All door frames will be solid wood.

Door Finish: All door finishes will be solid wood. All door finishes will be solid wood. All door finishes will be solid wood.

Door Color: All door colors will be solid wood. All door colors will be solid wood. All door colors will be solid wood.

Door Style: All door styles will be solid wood. All door styles will be solid wood. All door styles will be solid wood.

Door Material: All door materials will be solid wood. All door materials will be solid wood. All door materials will be solid wood.

Door Weight: All door weights will be solid wood. All door weights will be solid wood. All door weights will be solid wood.

Door Height: All door heights will be solid wood. All door heights will be solid wood. All door heights will be solid wood.

Door Width: All door widths will be solid wood. All door widths will be solid wood. All door widths will be solid wood.

Door Depth: All door depths will be solid wood. All door depths will be solid wood. All door depths will be solid wood.

Door Thickness: All door thicknesses will be solid wood. All door thicknesses will be solid wood. All door thicknesses will be solid wood.

Door Finish: All door finishes will be solid wood. All door finishes will be solid wood. All door finishes will be solid wood.

Door Color: All door colors will be solid wood. All door colors will be solid wood. All door colors will be solid wood.

Door Style: All door styles will be solid wood. All door styles will be solid wood. All door styles will be solid wood.

Door Material: All door materials will be solid wood. All door materials will be solid wood. All door materials will be solid wood.

Door Weight: All door weights will be solid wood. All door weights will be solid wood. All door weights will be solid wood.

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Door Finish: All door finishes will be solid wood. All door finishes will be solid wood. All door finishes will be solid wood.

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Door Thickness: All door thicknesses will be solid wood. All door thicknesses will be solid wood. All door thicknesses will be solid wood.

Door Finish: All door finishes will be solid wood. All door finishes will be solid wood. All door finishes will be solid wood.

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Door Material: All door materials will be solid wood. All door materials will be solid wood. All door materials will be solid wood.

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

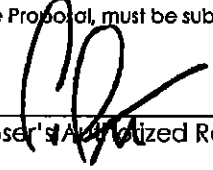
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$19,389.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$4,653.39
SC-03	Services During Construction (Design Supervision)	\$7,755.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$3,303.91
SC-05	Overhead Cost (applicable to all soft costs)	\$7,020.41
SC-06	Profit Cost (applicable to all soft costs)	\$3,510.21
Sub-Total Soft Costs ⁽³⁾		\$45,632.69
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁴⁾		
HC-01	Replacement Home Construction Cost	\$155,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$31,022.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$15,511.30
Sub-Total Hard Costs ⁽⁴⁾		\$201,646.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,158.89
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$218.42
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,075.46
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,037.73
Sub-Total ADA Compliance Delta Costs		\$13,490.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$247,279.59
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$260,770.10

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hutto, CFO
Proposer's Authorized Representative Printed Name





THOMPSON CONSTRUCTION GROUP, INC.
FORMER D-1 (COST BREAKDOWN)

UNIT	
Two Story - Five Bays	40,000 sq. ft.
Four Story - Two Bays	70,000 sq. ft.
Library / Dining Area	10,000 sq. ft. (at least one) 1,000 sq. ft. (others)
Bedrooms (W/ Bath)	130,000 sq. ft.
Total Minimum Area	1,200 sq. ft.
Corporate Pod	250,000 sq. ft.
Delivery	180,000 sq. ft.
Publicly Available	300,000 sq. ft.
Publicly Available	250,000 sq. ft.
Publicly Available	250,000 sq. ft.
Publicly Available	250,000 sq. ft.
Publicly Available	250,000 sq. ft.
Publicly Available	250,000 sq. ft.

SOFT COSTS

Order and handling fee		
Design fee		
Permitting fee		
Professional fees		
Insurance		
Utilities		
Site preparation		
Demolition		
Excavation		
Foundation		
Structural steel		
Roofing		
Interior finishes		
Exterior finishes		
Site work		
Contingency		

HARD COSTS

Foundation		
Structural steel		
Roofing		
Interior finishes		
Exterior finishes		
Site work		
Contingency		
Concrete		
Steel		
Insulation		
Partitions		
Windows		
Doors		
Electrical		
Mechanical		
Plumbing		
Paint		
Landscaping		
Other		

Vertical beam will be a 16" height concrete slab with flooring joist. Measured for wall beam will be equal to footing method.

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Minimum Depth: 14" minimum.

Doors and Windows

Windows

The operation of all windows and components will have a minimum one-year warranty. Likewise, the windows will feature bug screens from mosquitoes with the window frame color.

All window doors will have a minimum 3-1/2" clear door opening width. Window doors and frames will be 1 3/4" thick. All window doors will be solid wood doors. Window doors to be solid smooth finished, varnished, or lacquered.

Interior Doors

All interior doors will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Exterior Doors

Exterior doors will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood exterior door with a minimum 1 3/4" thick.

Doors

Doors will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Cabinets

Cabinets will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Countertops

Countertops will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Sinks

Sinks will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Lighting

Lighting will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Paint

Paint will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Flooring

Flooring will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Electrical

Electrical will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Plumbing

Plumbing will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

HVAC

HVAC will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Roofing

Roofing will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Interior Wall

Interior walls will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Exterior Wall

Exterior walls will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Foundation

Foundation will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Structural

Structural will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Site Work

Site work will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Landscaping

Landscaping will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Utilities

Utilities will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Permitting

Permitting will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Architect

Architect will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

Lighting

Lighting will have a minimum 3-1/2" clear door opening width. It is preferred that they be a semi-solid wood interior door with a minimum 1 3/4" thick.

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William Rios Maldonado

From: Curtis Hutto <CHutto@thompsonind.com>
Sent: Thursday, August 15, 2019 3:43 PM
To: CDBGDR-PROCUREMENT
Cc: William Rios Maldonado; Laura Pagan Santana
Subject: RE: Request for Information :: CDBG-DR-RFP-2018-09
Attachments: Exhibit O-2_Replacement Home Cost Form (Revised for Negotiations on 2019 07 08)
TS2B - Corrected - BAFO.pdf

Corrected file attached.

Thanks.

C. Curtis Hutto

From: CDBGDR-PROCUREMENT <CDBGDR-PROCUREMENT@vivienda.pr.gov>
Sent: Thursday, August 15, 2019 2:59 PM
To: Curtis Hutto <CHutto@thompsonind.com>
Cc: William Rios Maldonado <Wrios@vivienda.pr.gov>; Laura Pagan Santana <Lpagan@vivienda.pr.gov>
Subject: Request for Information :: CDBG-DR-RFP-2018-09

Thank you for submitting your Best and Final Offer proposal for the Homeowner Repair, Reconstruction, or Relocation Program Construction Managers solicitation CDBG-DR-RFP-2018-09. After careful review of the submitted proposals, we have observed mathematical inconsistencies. Refer to the following item:

Proposer Name	Model Home
Thompson Construction Group Inc.	Two-Story 2-Bedroom

In order to ensure your firm is properly evaluated and considered for award this information contain within is a vital piece to our evaluation process. Please review and submit your corrections by August 16th, 2019 at 2:00pm. Any submissions received after this date and time will not be accepted.

Thank you .

Procurement Office
Community Development Block Grant – Disaster Recovery

Puerto Rico Department of Housing
PO Box 21365
San Juan, PR 00928-1365
Email: cdbgdr-procurement@vivienda.pr.gov
Tel. (787) 759-9407 Ext. 3030



GOVERNMENT OF PUERTO RICO
Department of Housing

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GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM

Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Thompson Construction Group, Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$15,139.13
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$3,633.39
SC-03	Services During Construction (Design Supervision)	\$6,055.65
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$2,579.71
SC-05	Overhead Cost (applicable to all soft costs)	\$5,481.57
SC-06	Profit Cost (applicable to all soft costs)	\$2,740.79
Sub-Total Soft Costs ⁽³⁾		\$35,630.24
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$121,113.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$24,222.60
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$12,111.30
Sub-Total Hard Costs ⁽⁴⁾		\$157,446.90
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,158.89
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$ 218.42
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$2,075.46
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,037.73
Sub-Total ADA Compliance Delta Costs		\$13,490.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$193,077.14
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$206,567.64

John

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Notes on Cost Form:

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-1 Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-1 Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in BAFO Letter; (ix) operational costs associated to the construction of the Replacement Home; (x) overhead costs associated to the construction of the Replacement Home; (xi) profit costs associated to the construction of the Replacement Home; and (xii) cost of other related activities not excluded from the hard / construction caps.
- (6) Hard Costs exclude: (i) any earthwork (cut, fill, and other related activities) additional to that required directly under the Replacement Home's footprint (Additional earthwork requirements will be compensated to the Construction Managers using the Program Unit Price List); (ii) any sitework (sidewalks, driveways, landscaping, etc.) in addition to the driveway, walkway, and softscape requirements by the cap (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the storm-damaged home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the storm-damaged home (If any abatement is required at the storm-damaged home, it will be compensated to the Construction Managers using the Program Unit Price List); (v) cost of Municipal Patents and Construction Taxes ("Arbitrios") applicable to the construction of the Replacement Home and any demolition and abatement work required at the storm-damaged property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality were work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


Proposer's Authorized Representative Signature

August 14, 2019
Date

C. Curtis Hufto, CFO
Proposer's Authorized Representative Printed Name





ATTACHMENT E

Performance Requirements

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

Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

Practice of Licensed Professions

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must ensure at all times that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

Replacement Home Design Submission Performance Timeframes

Contractor is responsible for the conceptual design and design development phases of the following models for Replacement Homes:

- Single-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 4-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 4-Bedroom (Standard & ADA-Compliant Variant)

Contractor must submit Replacement Home design deliverables as follows:

- **Conceptual Designs:** Must be submitted within **ten (10) days** from contract execution. Conceptual designs are to be evaluated and approved by PRDOH or its designated representative.
- **Design Development:** Must be submitted within **twenty (20) days** from the PRDOH's, or designated representative's, approval of the Conceptual Designs.

Details of documents that must be included with each submission can be found in the Scope of Work.

Repair or Replacement Home Assignment Performance Timeframes

Contractor is responsible for completing all work applicable to homes assigned (including design, permitting, abatement work, demolition work, repair work, and new construction work, as may be applicable) within the following timeframes:

- **Design and Permitting:** Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.
- **Repair Works:** All work under a repair award must be completed by Contractor within **sixty (60) days**. This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the project¹. 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 Damages²:** Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to **\$100.00** for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

¹ Pursuant to Planning Board Resolution No. JPE-2019-071, Program repair works, under certain conditions, are exempt from the Construction Permit requirement in the *Reglamento Conjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenos, y Operación de Negocios*. The Program, however, must comply with the proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

² For the purpose of clarity, liquidated damages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.

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 proceed³ 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.

³ Notice to Proceed refers to the assignment of a home to the Contractor. Not to the Notice to Proceed for Repair or Replacement Home Construction Work referenced in the timeframes of performance.



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

A handwritten signature in black ink, appearing to be 'J. G. E.', located in the bottom right quadrant of the page.A handwritten signature in black ink, appearing to be 'R. H. E.', located in the bottom right corner of the page.



GOVERNMENT OF PUERTO RICO
Department of Housing
FORM DV-OSPA-78-5

**OSPA
AMENDED 2
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section**

**SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR CONSTRUCTION SERVICES**

LICITATION NUMBER - CDBG-DR-RFP-2018-09

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

- B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Local Housing Authority*** (*Department of Housing, Puerto Rico Public Housing Administration*) (LHA*) original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:**

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

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

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

COVERAGE		LIMIT
I. Commercial General Liability:		\$1,000,000.00
	• General Aggregate	\$2,000,000.00
	• Special Cover Asbestos Removal Contamination	\$1,000,000.00
	• Special Covering Lead Removal Contamination	\$1,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:		
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	• Bodily Injury by Accident Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	• Bodily Injury by Disease Each Accident	\$1,000,000.00

() **3. Crime Insurance**

COVERAGE REQUIRED	
III. Employee Dishonesty:	
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
IV. Forgery & Alteration Form:	
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
V. Theft, Disappearance & Destruction (Inside/Outside):	
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
VI. Computer Fraud:	
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence

(X) **4. Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00

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• Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

(X) **5. Professional General Liability and/or Errors and Omissions Policy**

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

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

(X) A.2 Limit:

(X) each occurrence \$1,000,000

(X) aggregate \$5,000,000

(X) deductible \$5,000.00

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

(X) **6. Cyber Liability**

Limit - \$5,000,000.00

(X) **7. Umbrella**

Limit - \$10,000,000.00

(X) **8. Builder's Risk - 100% of Finished Value**

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

(X) b. 100% total finished cash value for all finished construction, materials installed and/or stored on site including construction equipment and/or installation equipment provided by the "LHA".

(X) c. The "LHA" and the Government of Puerto Rico must be included as an additional insured.

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(X) **9. Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond**

- (X) a. A document for the total cost of the project under contract.
- (X) b. The surety must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.
- (X) c. You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obligated Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost \$15,000.00 or more.
- (X) d. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) **10. Guarantee Bond for Materials and Repairs**

- (X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.
- (X) b. This bond must be within the penalty amount not to exceed:
 - 50% of the value of the total cost of the project for the first 5 years, equivalent to _____ dollars.
 - 2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to _____ dollars.
- (X) c. Principal
 - (X) Main Contractor
 - (X) Roofing Contractor
 - (X) Supplier of Roofing Materials

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(X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.

(X) e. This bond must be within the sum penalty without exceeding:

A determined 2-1/2% of the value of the total cost of the Project equivalent to _____ dollars

(X) f. Principal

(X) Main Contractor

(X) Subcontractor

(X) Supplier of infiltration materials water

(X) g. This bond must be submitted for approval before the final payment of the contract is made.

(X) 11. The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration and the Government of Puerto Rico.**

(X) a. **Breach of warranty**

(X) b. **Waiver and / or Release of Subrogation**

(X) c. **Additional Insured Clause**

(X) d. **Hold Harmless Agreement**

(X) e. **90 Days Cancellation Clause**

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

C. TERMS AND CONDITIONS

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

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4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. ~~To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide"~~
3. Submit to the *LHA a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the *LHA: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.



7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

John

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F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

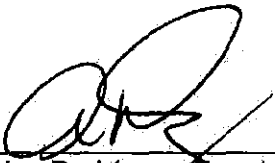
In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

December 11, 2018
Date



Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

JGE

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HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available



thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and



- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964


The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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



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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

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



- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.



19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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



Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE
(Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;



- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of



October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts



by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)**

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every



nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

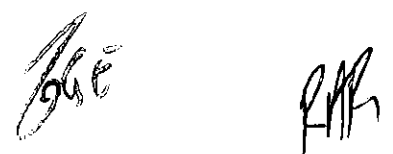
By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

28. BONDING REQUIREMENTS

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

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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(As required by applicable thresholds)**

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.



The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing



of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

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

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

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supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others; particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any



property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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



45. VALUE ENGINEERING

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

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



GOVERNMENT OF PUERTO RICO
PROJECT LABOR AGREEMENT BETWEEN
PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)
AND
THOMPSON CONSTRUCTION GROUP, INC

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 **THOMPSON CONSTRUCTION GROUP, INC**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

ARTICLE 4. —CONSTRUCTION PROJECT

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

ARTICLE 5. —RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any

subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

ARTICLE 6. –WAGES

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.



If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

ARTICLE 7. —PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.



Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.

ARTICLE 8. –DISPUTE RESOLUTION

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

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

ARTICLE 9. –SAFETY AND PROTECTION REQUIREMENTS

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

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

Furthermore, each Contractor must make sure that non-skillful workers ("obrerros no-diestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for its acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.



ARTICLE 10. —UNIONS

The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.

ARTICLE 11. —APPLICABILITY TO EMPLOYEES

The provisions of this agreement apply to all (skillful) or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 — Fifth Revision (2005)."

b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.

c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

ARTICLE 12. —APPLICABILITY TO ENTITIES

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.



Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

ARTICLE 13. —SEVERABILITY

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

ARTICLE 14. —EXCLUSIVITY OF AGREEMENTS

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

ARTICLE 15. —EFFECTIVE PERIOD

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.


AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING, the parties sign this Agreement on November 13, 2019.

DEPARTMENT OF HOUSING



Fernando A. Gil-Enseñat, Esq.
Secretary

**THOMPSON CONSTRUCTION
GROUP, INC**



Robert A. Roberts
Authorized Representative
DUNS No. 154215818