

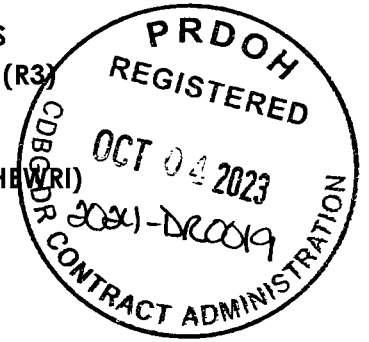


GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
HOME REPAIR, RECONSTRUCTION OR RELOCATION PROGRAM (R3)
BLUE ROOF REPAIR PROGRAM (BRR)
SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF-MIT)
HOME ENERGY AND WATER RESILIENCE INSTALLATIONS (CEWRI-HEWRI)
AND INCENTIVE SUBPROGRAMS (CEWRI-IP)**

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
YATES-BIRD, L.L.C.**



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This **AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this 3 of October, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH/OWNER)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, in his capacity as Secretary, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico; and **YATES-BIRD, L.L.C. (CONTRACTOR)**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, with principal offices in Urb. Altamesa 1307, San Alfonso Ave., San Juan, Puerto Rico, herein represented by Eduardo José Pardo Vega, in his capacity as Authorized Representative, of legal age, engineer, married, and resident of Guaynabo, Puerto Rico, duly authorized by Corporate Resolution issued on July 7, 2022; collectively, the "Parties".

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 on 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. 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, 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, 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 the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

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, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting Construction Management Services to assist PRDOH with the implementation and administration of the Home Repair, Reconstruction, or Relocation Program (**R3**), the Blue Roof Program (**BRR**) under the CDBG-DR Program, and the Single-Family Housing Mitigation Program (**SF-MIT**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the CDBG-MIT grants. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on June 17, 2022, the PRDOH issued the Request for Proposals "CDBG-DRMIT-RFP-2022-07" for Construction Management Services with CDBG-DR/MIT funds. This request was placed through the "Registro Único de Subastas del Gobierno" (**RUS**) and the CDBG-DR/MIT Program website. Through this procurement process, the PRDOH received **eighteen (18) proposals**. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 22-69 dated September 26, 2022. The Evaluation Committee performed an evaluation of the proposals based on the criteria stated in the RFP. The RFP allowed Proposers to submit Proposal for two (**2**) different levels of Construction Management Services. **Level 1 Construction Managers** are those with the greater financial capabilities which are able to operate and concurrently perform and complete extraordinary amounts of work within a larger geographical area. **Level 2 Construction Managers** are those with moderate financial capabilities which are able to

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operate, concurrently perform and complete moderate quantities of work within adjacent groups of municipalities.

WHEREAS, on September 6, 2022, the CONTRACTOR submitted a proposal, which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the PRDOH accepts the CONTRACTOR's Proposal and reasonable costs and desires to secure its services by entering into an Agreement with **YATES-BIRD, L.L.C.** for Level 1 Construction Management Services, 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.

WHEREAS, JORGE L. SALA MORALES (SUBCONTRACTOR/DESIGN PROFESSIONAL), is included to this Agreement as an individual that will provide the PRDOH with professional services in the field of design as detailed in **Attachment L** and **Attachment M**, with principal offices in Apt. 701, 1352 Luchetti Street, San Juan, Puerto Rico, herein represented by Jorge L. Sala Morales, of legal age, architect, married, and resident of San Juan, Puerto Rico.

WHEREAS, ROSSI LUGO ARCHITECTURE L.L.C. (SUBCONTRACTOR/DESIGN PROFESSIONAL), is included to this Agreement as a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico that will provide the PRDOH with professional services in the field of design as detailed in **Attachment L-1** and **Attachment M**, with principal offices in 653 Ave. Ponce de León, Office 3B, San Juan, Puerto Rico, herein represented by Fernando Lugo Agudo, in his capacity as Managing Partner, of legal age, architect, married, and resident of San Juan, Puerto Rico, duly authorized by Corporate Resolution issued on September 6, 2023.

WHEREAS, this Agreement is between the PRDOH as the owner, **YATES-BIRD, L.L.C.** acting as the CONTRACTOR responsible for carrying out the tasks related to the construction and managing phase of this Agreement, and **JORGE L. SALA MORALES** and **ROSSI LUGO ARCHITECTURE L.L.C.** as the SUBCONTRACTORS/DESIGN PROFESSIONALS responsible for the design phase. While the CONTRACTOR retains obligation for all general contractor duties, the specific design tasks mentioned in this Agreement as well as those included in **Attachment L, Attachment L-1** and **Attachment M** shall be carried out by the corresponding trained and licensed SUBCONTRACTORS/DESIGN PROFESSIONALS employees.

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 and unit price contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on **Attachment C** (Compensation Schedule) 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 the Parties.

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

Attachment A	Proposal
Attachment B	Scope of Work
Attachment C	Compensation Schedule

Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Labor Agreement
Attachment I	HUD Form 4010 (English and Spanish version)
Attachment J	SAM Wage Determination
Attachment K	Non-Conflict of Interest Certification
Attachment L	Acknowledgment Statement of Tasks Pertaining to Design
Attachment L-1	Acknowledgment Statement of Tasks Pertaining to Design
Attachment M	Minimum Architectural and Design Standards

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. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

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 on October, 2, 2026.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for **two (2) optional twelve (12) month** extension, upon mutual written Agreement of the Parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will deliver the construction management services outlined in **Attachment B** of this Agreement. The Parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software, and supplies necessary to perform the services, at the CONTRACTOR's sole cost.

The SUBCONTRACTORS/DESIGN PROFESSIONALS will deliver the professional services in the field of design detailed in **Attachment L, Attachment L-1** and **Attachment M** of this Agreement. Accordingly, the SUBCONTRACTORS/DESIGN PROFESSIONALS represent that it is thoroughly familiar with and understands the requirements of the services and has the training, experience, and knowledge required to perform the services. It further accepts that it will maintain the necessary personnel on its staff to provide the services contemplated herein within the time periods hereby required. The SUBCONTRACTORS/DESIGN PROFESSIONALS additionally warrant that each member of its staff holds all licenses necessary for performing the design services contemplated in this Agreement, as required by the Commonwealth of Puerto Rico.

IV. COMPENSATION AND PAYMENT

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- 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 C** 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 **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**; **Account Numbers: mith07sfh-doh-lm 6090-03-000; mith07sfh-doh-lm 6090-62-000; and r02h07rrr-doh-lm 6090-03-000.**
- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment B**, **Attachment C** and **Attachment D**.
- 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. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

- K. Extended overhead costs are an Ineligible cost under this Agreement and shall not be reimbursable.
- L. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

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 the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII.DOCUMENTATION AND RECORDKEEPING

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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 the 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/MIT 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/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

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

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

D. CONTRACTOR's Data and Privileged Information: The CONTRACTOR is required to maintain confidential data 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.

E. PII Policy: The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

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.

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and

that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

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- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract 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 Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, 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 Contract.

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) calendar 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) calendar 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/MIT 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) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this 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) calendar days'** 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

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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) business 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. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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 B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms

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and conditions of the Agreement, PRDOH may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- ii. Disallow all or part of the cost of the activity or action not in compliance.
- iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
- iv. Withhold further Federal awards for the project or program.
- v. Take other remedies that may be legally available.

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B. Liquidated damages

The CONTRACTOR will be subject to liquidated damages as related to their timeframes of performance under the program(s). Construction timeframes of performance will be established under Task Orders to be issued to CONTRACTOR for each home where work is to be performed. The schedule may be extended by any additional time or delays outside of the control of the CONTRACTOR cause by act of omission of the PRDOH, HUD, or any of their representatives. The CONTRACTOR shall ensure that, once a Task Order reaches Substantial Completion, all pertinent documentation from the CONTRACTOR for the homeowner to move into the home is furnished in no less than **sixty (60) calendar days** from the Substantial Completion Date. This documentation includes, but is not limited to, occupancy permits, no-debt certifications, and warranty packages. The CONTRACTOR shall pay to PRDOH, as liquidated damages, an amount equal to **one hundred (\$100.00) dollars** for each calendar day that the completion of work or the homeowner's move-in is late until deemed in compliance. Said sum, given the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer because of delay in the completion of the works requested, is hereby fixed and agreed as the liquidated damages that PRDOH and/or homeowner will suffer because 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. To apply and calculate such liquidated damages, a grace period of **ten (10) calendar days** shall be observed, and 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 **five hundred (\$500.00) dollars** 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.

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XV. INSURANCE

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A. Required Coverage

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The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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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 E** 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 or the SUBCONTRACTOR/DESIGN PROFESSIONAL must be endorsed as follows:

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

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

C. Related Requirements

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

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Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program 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 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. 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, and the SUBCONTRACTORS/DESIGN PROFFESIONALS 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, pandemic officially declared by the Government of Puerto Rico, 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 party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

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

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between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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

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

XX. NOTICES

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

To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, Puerto Rico 00918

To: CONTRACTOR

Eduardo J. Pardo Vega, PE
Authorized Representative
YATES-BIRD, L.L.C.
PO Box 367249
San Juan, Puerto Rico 00936

To: SUBCONTRACTOR/
DESIGN PROFESSIONAL

Jorge L. Sala Morales
Apt. 701, 1352 Luchetti Street
San Juan, Puerto Rico 00907

To: SUBCONTRACTOR/
DESIGN PROFESSIONAL

Fernando Lugo Agudo, AIA, LEED AP
Managing Partner
ROSSI LUGO ARCHITECTURE L.L.C.
PO Box 13819
San Juan, Puerto Rico 00908

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: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), 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: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are

referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

- F.** If the SUBCONTRACTORS/DESIGN PROFESSIONALS is replaced during the term of the Agreement, the Agreement will need to be amended and the new SUBCONTRACTOR/DESIGN PROFESSIONALS will need the PRDOH's consent. Prior to the amendment, the CONTRACTOR shall submit a written petition to the PRDOH with the proposed changes to the SUBCONTRACTORS/DESIGN PROFESSIONALS for the PRDOH's examination and written approval.

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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 F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Executive Order No. 2022-014:** The CONTRACTOR agrees to faithfully comply with the provisions of Executive Order No. 2022-014 of February 20, 2022 (OE-2022-014), the Labor Project Agreement¹ signed by the PRDOH and the CONTRACTOR (**Attachment H**).

The CONTRACTOR will provide a minimum salary of fifteen dollars (\$15.00) per hour to skilled construction workers and eleven dollars (\$11.00) to un-skilled construction workers, for the work performed within the "Construction Project", as defined in the OE-2022-014.

The CONTRACTOR commits to acquire and use cement produced in Puerto Rico in compliance with Act No. 109 of July 12, 1985, as amended, 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 disbursing funds for any part or section of the "Construction Project" completed in non-compliance with Executive Order No. 2022-014. 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 which obligates the subcontractor to comply with all provisions of Executive Order No. 2022-014 (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 Executive Order No. 2022-014.

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 Parties 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

¹ The OE 2022-014 implements a pilot program for the incorporation of the Labor Agreements. The Secretary of Labor has to issue a new Labor Agreement in compliance with OE-2022-014. Until such agreement has been issued, the Labor Agreement under Executive Order No. OE-2018-033 remains in effect.

Architects of Puerto Rico Act", 20 LPRA §§ 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.

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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 No. 52 of August 28, 1992, amending Executive Order No.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. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury: The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

F. 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.

G. 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.

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- H. **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.
- I. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 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, 8 LPRA § 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 LPRA § 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 the "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 contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 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 is influenced 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 and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

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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 No. 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 No. 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) business 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 profession and assumes responsibility for his 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 money received under this Agreement.

R. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment K** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 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. The Agreement will be registered under the CONTRACTOR's name. 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. 2021-003; CIRCULAR LETTER 001-2021 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 (*Secretaría 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.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The Parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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):

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- A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B. The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: PRDOH. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
- D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements.

Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. 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. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XXVIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, et seq., also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the Contractor Certification Requirement for its evaluation.

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In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

XXIX. 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 and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 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, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

XXX. FEDERAL LAWS AND REGULATIONS APPLICABLE TO CONSTRUCTION CONTRACTS

A. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Agreement 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, as well as any subcontractors, shall provide a weekly statement with respect to the wages paid to each of its employees engaged on work covered by the Copeland "Anti-Kickback Act" during the preceding weekly payroll period.² The CONTRACTOR, as well as any subcontractors, shall deliver each weekly statement within

² This statement shall be executed by the CONTRACTOR or by an authorized officer or employee of the CONTRACTOR who supervises the payment of wages and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/index.htm> or its successor site.

seven days after the regular payment date of the payroll period, to the PRDOH. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the U.S. Department of Labor. The CONTRACTOR shall preserve his weekly payroll records for a period of **six (6) years** from the date of completion of this Agreement and the Subrecipients must also comply with the record retention requirements, as established in the policy on document handling, administration, and accessibility, in accordance with the RKMA policy, and ensure that all documentations is always available for any internal or external tracing visit. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

The CONTRACTOR, as well as any subcontractors, shall comply with all applicable "Anti-Kickback" regulations and shall insert HUD form 4010 and any additional provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations as applicable, and shall be responsible for the submission of affidavits and Statements of Compliance required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.³

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR, as well as any subcontractors, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. §§ 33701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or labors. The provisions of CWHSSA apply to all labors and mechanic, including watchmen and guards. 40 U.S.C. Section 3701(b)(2).

The CONTRACTOR, as well as any subcontractors, agrees to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours in accordance with and subject to the provisions of the CWHSSA. Any work in excess of the standard work week is permissible provided that the worker is compensated at a rate of no less that on and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The CONTRACTOR will not require any laborer or mechanic employed in the performance of this Agreement to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards.

The CONTRACTOR, as well as any subcontractors, shall insert appropriate provisions of the CWHSSA 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.

The CONTRACTOR, as well as any subcontractors, shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.⁴

C. DAVIS-BACON ACT

The CONTRACTOR, as well as any subcontractors, shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by the CONTRACTOR, as well as any subcontractors, including employees of other governments, on construction, work

³ <https://www.dol.gov/agencies/whd/government-contracts/copeland-anti-kickback>

⁴ <https://www.dol.gov/agencies/whd/government-contracts/cwhssa>

assisted under this Agreement, 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. The advertised specifications for every contract in excess of \$2,000, for construction, alteration, or repair, including painting and decorating, of public buildings and public works. 40 U.S.C. Sec. 3142.⁵

The CONTRACTOR, as well as any subcontractors, shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics. The CONTRACTOR will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

There may be withheld from the CONTRACTOR so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual Labor Standards Enforcement Report) to PRDOH. All covered subcontracts must include Davis-Bacon and other labor standards clauses and the applicable federal wage determinations as well as the local prevailing wage established in this contract. The Federal Labor Standards Provisions on Form HUD 4010 covers the Davis-Bacon and related acts expected 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.

The HUD Form 4010 and a Spanish translation of the original form are included as **Attachment I** to this contract. The attachment ensures contractors, with a predominant fluency in Spanish, are able to immediately reference labor requirements to ensure full compliance for Davis-Bacon and related Acts.

In addition, the applicable wage determination is included as **Attachment J** to this contract. The attachment guarantees that the contractors are informed of the prevailing wages to ensure compliance with federal and state regulations.

D. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

The CONTRACTOR, as well as any subcontractors, shall comply with the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201-219), which governs such matters as Federal minimum wage rates and overtime, as supplemented by the Department of Labor regulations (29 C.F.R. Parts 500-899).

The CONTRACTOR agrees to comply with and implement the applicable regulations of the U.S. Department of Labor at 29 C.F.R. Parts 500-899.⁶

XXXI.- CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline,

⁵ Section 110 of the Act, determines the DBRA applicability to CDBG-DR. The Act further provides that Section 5310 (Section 110 of the Act) apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. (8 units or more)

⁶ <https://www.dol.gov/agencies/whd/flsa>.

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MWBE Policy, Procurement Manual for the CDBG-DR/MIT Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE

The Contractor or Subrecipient does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the Contractor or Subrecipient acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement, until the environmental review process is completed under PRDOH's satisfaction. The Contractor or Subrecipient acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.

XXXIII. SECTION 3 CLAUSE

A. The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; 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 75 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 75. 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 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR

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75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. 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 (46 U.S.C. § 5307) also applies to the work to be performed under this contract. 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 contract 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).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

XXXIV.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 contract, 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

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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.

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XXXV. EQUAL OPPORTUNITY

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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 consideration for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 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 Exec. Order No. 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 Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- 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 Exec. Order No. 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.

XXXVI. SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (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 website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXVII. 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 are convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXVIII.SUSPENSION AND DEBARMENT

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- A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. 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, 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 PRDOH, 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, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXIX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

XL. 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.

XLI. 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.

XLII. 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.

XLIII. 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 a written document signed by both PRDOH and the CONTRACTOR.

XLIV. 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. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLV. 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.

XLVI. 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.

XLVII. 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.

XLVIII. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Work (**Attachment B**), the Performance Requirements (**Attachment D**), the Acknowledgment Statement of Tasks Pertaining to Design (**Attachment L/Attachment L-1**), the Compensation Schedule (**Attachment C**), and lastly, the Proposal (**Attachment A**).

XLIX. 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.

L. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the

entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

II. 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.

LII. 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/MIT Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

LIII. 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) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LIV. 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.

IV. SEVERABILITY

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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.

LVI. 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) calendar days** of execution by the other party, this Agreement shall be null and void.

LVII.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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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, change of name, 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.

**PUERTO RICO DEPARTMENT OF
HOUSING**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 2, 2023 18:58 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary

YATES-BIRD, L.L.C.

Eduardo J Pardo
Eduardo J Pardo (Oct 2, 2023 16:29 EDT)
Eduardo J. Pardo Vega, PE
Authorized Representative

Jorge L. SALA MORALES

Jorge Sala
Jorge Sala (Oct 3, 2023 09:15 EDT)
Jorge L. Sala Morales

ROSSI LUGO ARCHITECTURE L.L.C.

Fernando Lugo
Fernando Lugo (Oct 2, 2023 18:35 EDT)
Fernando Lugo Agudo, AIA, LEED AP
Managing Partner

Yates-Bird is currently executing construction management services for the R3 Program (Homeowner Repair, Reconstruction, or Relocation). These services include coordination, design, construction of new single-family homes, demolishing existing homes below construction standards, and repairing non-substantially damaged single-family dwellings.

In addition, Yates-Bird recently completed the FEMA disaster recovery home repairs in the Tu Hogar Renace (Your Home Reborn) program, often called the STEP (Sheltering and Temporary

Essential Power) Program for the Department of Housing in Puerto Rico. Yates-Bird was assigned the island's south side, where the storm made landfall. This part of the island provided challenges with the mountainous terrain and the remote communities living throughout this area. However, the ability to quickly assemble mass labor, material, and subcontractor resources through in-house software, field devices and out-of-the-box thinking and logistics allowed the Yates-Bird team to make the recovery program a great success.



"Yates-Bird does quality work and stand by their work; they also have good supervision skills and knowledge of construction works. They have retained over 85 subcontractors to handle the workload, ensuring that each comply with the standards of quality set forth for the program."

-Samir El Hage

INTERESTING FACTS ABOUT YATES-BIRD'S STEP PROJECT

- ✓ Contract Started with Over 11 Territories
- ✓ Exceeded 47 Territories
- ✓ Exceeded Owner's Goal by 400 Homes in September 2018
- ✓ 3,000 Workers at Peak
- ✓ Over 85% of Workers were Local
- ✓ Developed and Implemented Sure Software

* Yates-Bird First-Tier Subcontractor's Profile Information is Located in Tab 9.

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Yates-Bird collaborated with the Government of Puerto Rico Department of Housing to execute the STEP Program and CDBG-RD-R3 Housing Program. As a result, our team is confident we can successfully complete the CDBG-DR and CDBG-MIT programs on time, within budget, and at the highest quality standard.

Yates-Bird offers the expertise, experience, and resources needed to deliver the CDBG-DR and CDBG-MIT programs on time, within budget, and at the high-quality standard appropriate to PRDOH. Our approach is collaborative and inclusive, as needed for any successful relationship. Yates-Bird is accustomed to integrating complex systems and work process requirements. Our project approach will be mainly based on our experience as Construction Managers in the CDBG-DR-R3 Program, constantly revised and augmented to provide the best quality and volume of service possible.

Yates-Bird will facilitate a partnering approach throughout the construction program, where our primary focus is collaboration, transparency, and accountability. We will identify the PRDOH's goals and expectations, communicate, and enforce them from day one. The primary objective is to provide the resources required to achieve a production of Repair and Reconstruction homes on par with Puerto Rico's Reconstruction effort and the Program time needs. We aim to provide our experience and resources in order to be one of the Lead Contractors providing the much needed home resiliency by means of performing Repairs and/or Reconstruction homes in the Program.

Yates-Bird has selected Drew Chance as Senior Project Manager, who has extensive experience with residential projects in Puerto Rico. Mr. Chance, along with Eng Eduardo Pardo, Lead Construction Manager, will ensure the entire team maintains the proper focus on safety, quality, scope, schedule, and budget throughout the program. We have a clear understanding of the local standards for residential housing in Puerto Rico. In addition, Mr. Chance and Eng Pardo have ample experience with the local conditions, permitting processes, and regulations. Mr. Chance will be responsible for managing all aspects of the CDBG-DR and CDBG-MIT programs, and he will serve as the day-to-day contact for the overall project team and lead the Yates-Bird home office and project team. Mr. Chance and the project team is further augmented by corporate resources that bring unique subject matter expertise immediately available to them.

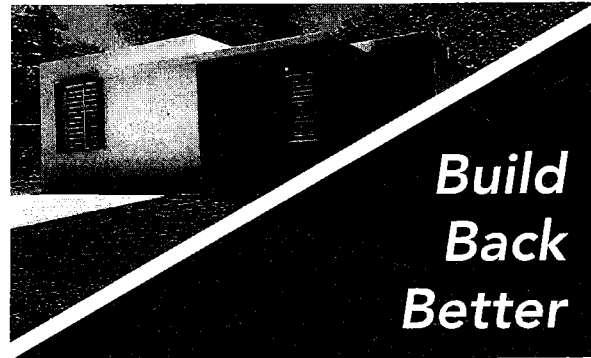
Our experience has proven that if we are successful in these areas, the entire project team is successful; their work is productive and consistent with the PRDOH goals and expectations. Prior to commencing work, the management team and their staff will hold individual subcontractor preconstruction

1. Overall understanding of the goals and requirements of the Programs.

In September 2017, Hurricanes Irma and María severely impacted Puerto Rico, causing extensive damage across the island and causing numerous homes to be damaged. As a result, the Puerto Rico Department of Housing (PRDOH) has secured from Congress certain funds aimed to, among other goals, provide assistance and long-term recovery to homeowners that suffered substantial damages in their homes.

These funds will be applied to the island's most distressed communities and populations. It will provide the needed repairs to damaged homes that did not qualify for previous aid offered by the government, in addition to relocating families from flood-prone zones or other dangerous conditions to safe grounds and building new homes for them. The Program Manager will provide a damage assessment on all homes to determine the original project intent and may deem them unsafe; these homes will be either Repaired, Reconstructed, or Relocated by means of new construction or vouchers. As a collateral impact of this program's implementation, the construction activity will simultaneously generate economic stimulation in the island's economy by creating jobs and impacting multiple sectors across the local economy.

To achieve this ambitious goal, PRDOH has developed the "R3, BRR, SF-MIT programs" and is seeking companies that can accept the challenge of reconstructing these sectors of Puerto Rico. Yates-Bird is willing to accept this challenge and is ready to put its experience in disaster relief, extensive local expertise, and available resources to the PRDOH's disposal to



assist them in executing these programs. Below is a list of some of the most relevant tasks Yates-Bird would execute in the CDBG-DR and CDBG-MIT programs:

- » Perform an initial assessment of the property and develop a scope of work of the damages of each of the homes, the scope of work will be evaluated by the Program Manager.
- » Participate in the grant agreement with the applicant to discuss work to be performed.
- » Provide design services for the required repairs of each of the assigned units.
- » Provide design services for a variety of new homes, including single-story and two-story models with varying numbers of bedrooms.
- » Get design approval from required governmental agencies and authorities having jurisdiction.
- » Get the demolition, construction, and use permits, along with all required or contingent endorsements, for each of the assigned units.
- » Provide lead and asbestos assessment, and required environmental abatement services.
- » Provide optional relocation assistance to applicants, as needed.
- » Demolition work, home repair work, and construction of new homes.
- » Execute safety program during construction.

Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

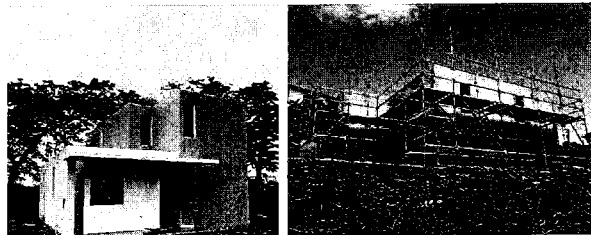
- » Implement a quality control program for repairs and new construction.
- » Maintain all documentation required by PRDOH.
- » Coordinate with the homeowners for the repair, construction, or relocation work.
- » Provide the homeowner with an orientation of repairs or new home features.
- » Provide the program and homeowner with all necessary documents for project closeout and warranties.
- » Manage and coordinate all activities in addition to coordination with all PRDOH, the Grant Manager, Program Manager, and other entities throughout the program.

Our team understands that PRDOH is raising the standards of home repairs, and new homes must comply with these standards to improve the quality of life of the homeowners, resiliency, and the impact that these homes have on the environment. In this sense, Yates-Bird will provide designs that comply with the latest codes and green building standards. Also, ensuring the homes are more resilient to future hurricanes and have improved sustainability by incorporating energy and water-efficient systems that will decrease the environmental impact and save utility expenses to the owner.

Yates-Bird knows Level 1 Contractors must provide a well-organized construction administration team and a straightforward logistics plan to execute an extensive volume of work in a relatively short time frame. We understand that complying with the program guidelines, codes, and local and federal regulations is of utmost importance. Through our success in the R3 program, we have conquered the learning curve and demonstrated that we have

the understanding, knowledge, and experience to accomplish the goals and requirements to make this a successful program. Our team will use innovative construction methods, best practices from R3, and materials to help simplify the construction process while providing a shorter construction period. In addition, we can problem-solve multiple imposed challenges simultaneously, whether it's geography, limited material, or human resources. Finally, Yates-Bird understands the CDBG-DR and CDBG-MIT program's goals and requirements, and we are ready to carry out the ambitious task that the PRDOH is looking to complete.

BEST PRACTICES: Yates-Bird utilizes an internal process of sharing best practices and lessons learned from previous and ongoing projects with new projects during kick-off meetings. For example, Yates-Bird is currently constructing single-family concrete homes throughout Puerto Rico for the CDBG DR-R3 Program. As a result, our project team is reviewing and utilizing these Best Practices for the CDBG-DR and CDBG-MIT Programs.



2. *Understanding and best practices of Construction Management Services.*

Based on our experience with previous CDBG Programs and our current role as a Construction Manager in the CDBG DR-R3 Program in Puerto Rico, we understand the administration and coordination needed to comply with PRDOH and the program requirements. Our

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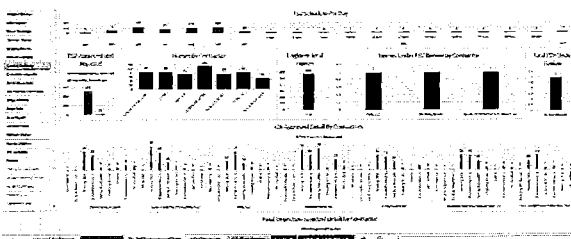
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Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

management approach will utilize many of the same administrative personnel used in the current CDBG DR-R3 Program, which includes designers, engineers, suppliers, and supervisors to coordinate the work of our crews and our subcontractors for the CDBG-DR and CDBG-MIT programs work. From our experience, we have learned to organize the project administration and staff into departments dedicated to carrying out the various areas of the program efficiently and consistently to the standards and expectations of the PRDOH. It also creates a stronger relationship between the construction managers, owners, and other groups, such as the program manager, inspectors, municipalities, etc.

Communication is a crucial component of complex programs such as the CDBG-DR and CDBG-MIT. The means of a robust software platform that allows anyone from anywhere on the project to input information, track progress, streamline document control and retention, pull data, and share information effectively, is something we consider one of our 'secret sauces'. We will track every home from inception to completion and beyond using our in-house software, S.U.R.E. (Software for Urban Recovery Effort).

S.U.R.E. (SOFTWARE FOR URBAN RECOVERY EFFORT)

Each home will be accessible and include the history of its path through the program. The data will consist of details from the highest level,

such as schedule information, reports, pictures, inspections, notes added by departments, etc. In addition, this platform allows us to share information with outside parties through portals in a customized fashion. Additional software we use is our corporate data management software ProjectSight, which is a multi-project data management software used to manage a project across the world with innovative collaboration of all parties and data management.

A team of senior Yates-Bird management personnel will be responsible for the day-to-day management, oversight, and guidance of the entire CDBG-DR and CDBG-MIT program. These lead managers will be responsible for managing their staff in all the coordination using our software platform that will integrate all aspects of the program requirements. This software platform is an essential tool for keeping track of the processes needed for the execution of each home. Our management team will be led by Drew Chance and Eduardo Pardo. They are both highly experienced in the construction business and had an excellent working relationship demonstrated in their capacity to execute the CDBG DR-R3 Program. This management team is the point of contact for the owner and other teams contracted by the owner unless specified otherwise. Also included in this team is Yates-Bird's executive support team, which has been involved in other CDBG-DR Housing projects, Design-Build Housing projects, and demolition projects. This executive support will act as a conduit to ensure best practices and lessons learned are shared when appropriate.

Collaborating with PRDOH, the design team, and key stakeholders is critical in achieving all

Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

the objectives established for the CDBG-DR and CDBG-MIT programs. We will responsibly and ethically set aggressive, attainable goals for schedule adherence, cost, quality, safety, and additional essential components for the programs. Yates-Bird is a bonded professional firm. We will hold all subcontracts and be under contractual obligation to complete these programs.

Schedule Management: We believe that a good construction schedule helps the project team successfully manage and understand the risks and resources needed for the project. Therefore, developing the schedule and adequately planning the project from the beginning is essential. The preconstruction and construction teams must "buy-in" to the schedule and work towards the same goals. We will develop the schedule with input from all the appropriate parties, monitor it, and communicate the results to the appropriate parties.









































The schedule is an essential tool used for successful project management and will be used by Yates-Bird on the CDBG-DR and CDBG-MIT programs. CPM scheduling allows you to "Fast-Track" a project, and focus on the critical path. The critical path allows us to see which activities can be expedited for early completion. Throughout the CDBG-DR-R3 program, the implementation, review, and updating of the schedule have been critical for significantly improving our construction time regarding material orders and milestones.

Cost Management: Yates-Bird will use our in-house expertise and local market knowledge to review the conceptual plans and the preliminary master schedule to provide the most accurate conceptual cost estimate. Our "real building"

expertise and estimating abilities will result in an accurate estimate. We will routinely provide cost estimates and continuously update the program's budget and schedule. We will base these estimates on previous experience, in-house expertise, input from the design team, subcontractors, and our local market knowledge, providing accurate market cost information. We will utilize this expertise to estimate costs associated with current field conditions.

Our estimate team includes personnel already experienced in the use of Xactimate Software as well as the estimating guidelines established in the CDBG-DR-R3 Program. These resources and experience allow us to expedite the scoping

XACTIMATE SOFTWARE

Local Projects		Project Name	Crash Test No.	Profile	Status	Total	Counted	Measured	Type
		01972332-02	001-01-01	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-03	001-01-02	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-04	001-01-03	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-05	001-01-04	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-06	001-01-05	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-07	001-01-06	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-08	001-01-07	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-09	001-01-08	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-10	001-01-09	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-11	001-01-10	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-12	001-01-11	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-13	001-01-12	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-14	001-01-13	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-15	001-01-14	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-16	001-01-15	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-17	001-01-16	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-18	001-01-17	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-19	001-01-18	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-20	001-01-19	Crash	Completed	8679.543	7579.723	7579.723	Crash
		01972332-21	001-01-20	Crash	Completed	8679.543	7579.723	7579.723	Crash

and pricing process for repair and specific site works, thus optimizing the preconstruction phase and providing the most efficient budget we can provide. In addition, our experience within the CDBG-DR-R3 allows us to bring best practices and lessons learned to these programs and provide alternative design and value engineering to present the best value possible to PRDOH.

The cost control process will start at notice to proceed and continue throughout the project. The project team will initiate weekly reviews of the overall job schedule, weekly labor and material cost, total job-to-date cost, and job cost projections.

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Quality Control: Yates-Bird will implement Quality Control starting at contract award, and throughout the life of the program. Providing PRDOH with quality for each home in our team's delivery of the CDBG-DR and CDBG-MIT programs is something that the Yates-Bird team will manage from the onset of award. We will provide key personnel, procedures, and documentation to ensure that work performed on the CDBG-DR and CDBG-MIT programs are performed in a manner that provides PRDOH with confidence and satisfaction of quality built homes in compliance with all required codes, standards, and design criteria.

We will identify PRDOH's project goals, concerns, and requirements specifically related to quality in preparing the Construction Quality Control (CQC) Plan. The dedicated Quality Control staff will collaborate to prepare and implement the project-specific CQC Plan. This plan will be established within the first 30 days of the project and maintained for the duration of the program.

Quality Control (CQC) Management Approach: Yates-Bird has successfully completed residential projects in Puerto Rico as well as across the nation for multiple clients. At Yates-Bird, our quality control process is designed to identify and correct problems before they occur, providing quality checks at each juncture of the design and construction process. Below are steps to ensure the CDBG-DR and CDBG-MIT programs are delivered with the highest quality in the industry.

- » We will provide highly qualified and experienced quality control personnel who will implement procedures to achieve quality from day one.
- » The quality control personnel and supporting



managing staff will coordinate all design aspects with the design team. We will ensure open communication is established from day one to share issues that may affect the quality of the project.

- » Our Procurement Manager will ensure the products and materials to be purchased comply with the programs, current codes, drawings, and specifications. We will require submittals, shop drawings, samples, mock-ups, etc., to ensure quality expectations are understood and fulfilled.
- » Several layers of supervision and inspections comprise our field quality control team by qualified and experienced personnel. First, an assigned experienced Foreman will supervise the execution of our field employees and subcontractors daily. He will verify that soil compaction testing is performed, compaction criteria is met, reinforcing steel is installed correctly, and concrete forms are plumb and aligned. Other quality inspections will include rough-in is in place before a concrete pour, concrete testing is being made for each pour, and suspended slab forms remain until the minimum strength is achieved. He will also ensure the concrete is not adversely affected

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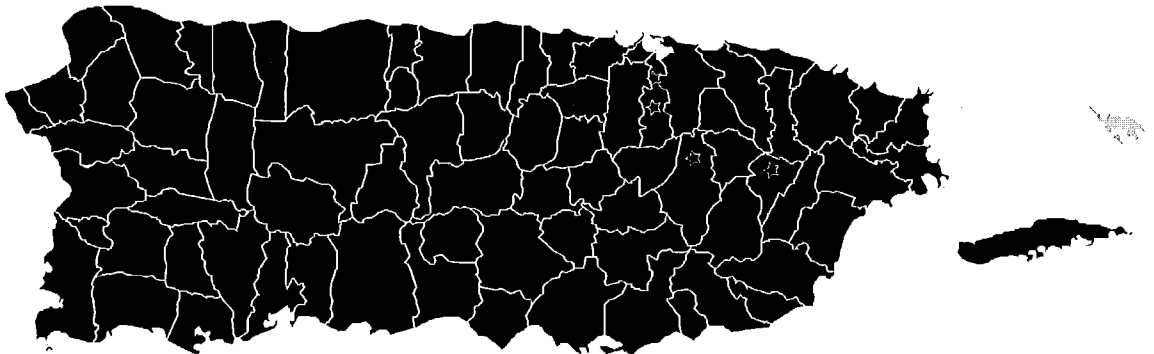
by adding water during a pour and that slabs adequately cure to avoid cracking. Finally, he will inspect the finished homes to ensure they meet a high-quality standard. The Sr. Project Manager will visit the homes to ensure Quality Control procedures are followed.

- » We will select skilled, experienced, and resourceful subcontractors and suppliers for this program, including demolition and lead/asbestos abatement subcontractors.
- » We will carefully handle and protect finished items from dirt and debris to avoid possible damage to them.
- » We will ensure all manufacturer's instructions and recommendations are strictly followed to achieve the quality level by the manufacturer.
- » The Foreman will prepare a room-by-room punch list, and correct deficiencies before inspection. This objective is to reduce the Owner's/ PM punch list to a minimum, if any.
- » We will provide the home owner with manuals and warranties of appliances, equipment, and products incorporated in the project.

Multiple Project Locations: Yates-Bird recently completed the Puerto Rico Housing STEP Program, and our team is currently managing Puerto Rico's CDBG DR-R3 Program. Both programs required working at multiple project sites and in complex remote locations. Our team has become accustomed to this, and we are confident in meeting the requirements of the CDBG-DR and CDBG-MIT programs.

Our construction approach and methods will ensure compliance with the nature of this program, which requires building homes in different lots spread throughout the Island. The majority of homes have difficult access as well as complying with code requirements. Therefore, we plan to use a wall-forming system that can be handled by hand without the need for cranes or extensive material handling. Our houses will be mostly built using Flexxowall forming system or Aluminum Forms. These systems are easily transported, eliminate most construction waste in the structure build-out, and expedite the construction process.

Yates-Bird Experience in Puerto Rico



★ Current Office & Warehouse Locations ★ Office Location ■ Work Performed on the Island

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Before construction begins, the project team will utilize and evolve our existing robust project logistics approach that includes a plan to manage the multiple projects sites, self-performance, and subcontractors to ensure we achieve the most effective method. We have a management structure with various layers that allows us to establish management by zones and provide constant supervision from East to West. We also have established a material logistic system to allow for material distribution throughout the Island and relationships with vendors throughout to provide the best service to our teams no matter the location. Our team will continue to adjust the plan to meet critical milestone schedules and stay within budget. We will sit down with PRDOH's team and gain a consensus on the most effective strategy for the CDBG-DR and CDBG-MIT programs. We will also utilize our in-house software and SURE database to track each home's progress. This program will minimize inefficient deliveries and time wasted with crew assignments.

3. Knowledge and experience of the construction codes, regulations, and standards.

Yates-Bird L.L.C. is a company established by W.G. Yates and Sons Construction Company (Yates Construction) and Bird Group, LLC (Bird Group). Each company's combined attributes create a well-experienced and resourceful company capable of complying with the demands of the CDBG-DR and CDBG-MIT Programs. Yates Construction and Bird Group have provided construction services for over 55 years. Yates has previous experience with CDBG-DR projects in other states. Bird Group is a well-regarded local

construction service provider with extensive construction work experience in Puerto Rico, which includes recent design/build projects, and a wide variety of housing projects. The depth of experience of Bird Group with the local standards of design construction is well known across the local industry. As a team, Yates-Bird brings to the table the local work experience of performing one of the most ambitious recent projects in Puerto Rico, the PRDOH STEP Program, and the CDBG DR-R3 Program.

3+ Years Collaborating with RossiLugo Architects

on over 500 homes for the
CDBG-DR-R3 program in Puerto Rico

Yates-Bird Lead Design Manager has experience in residential design and construction management. He will manage the relationship with RossiLugo Architecture, who has developed the model homes design that will serve the CDBG-DR and CDBG-MIT programs. RossiLugo Architects has ample experience in the low- and medium-income housing market and is well acquainted with all local construction codes, regulations, and standards.

Our Lead Design Manager has worked in tandem with RossiLugo in developing designs, construction documents, and permitting for over 500 homes in the CDBG-DR-R3 program. There is no better preparation for this project than the experience gained through the relationships, collaboration with program parties, and knowledge gained from the aforementioned experiences. They have

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4. Proposer's plan to reduce the time of phases, and ensuring quality.

Our operational plan to execute the work includes pursuing efficiency and ensuring the quality of service is based on two teams of responsibility. First, the Preconstruction (Precon) Team will manage all tasks from when the case is assigned to Yates-Bird through to NTP. The team will manage scope site walks, scope development, feasibility analysis, grant agreements, and procurement of site assessment services. They will also manage designs, scope presentations for PM approval, permitting, and requests for notice to proceed. In addition, the team will be responsible for communications to coordinate with administrative and construction personnel to ensure homeowner moveouts are coordinated, and construction crews are ready for NTP.

The second part of this equation will be the Construction Team. This department will be in charge of the administration and field execution of all construction work including, but not limited to, safety training and supervision, warehouse logistics and material procurement, management of subcontractors, and our self-perform crews' performance of demolition, repairs, site work, home constructions, and final turnover of keys to homeowners.

Yates-Bird will implement the use of several software applications that serve to log tasks efficiently, track cases, manage calendars, share documents, store data, and assist in all internal communication. The key to our success is using ProjectSight, a tier construction management software for designers, builders, and contractors used to control and manage all project-related

information in collaboration with administrative and field staff. We will also use Smartsheets, Bluebeam, and Microsoft Office platforms to expedite our processes and log our work.

Site Walk: A Yates-Bird staff member will monitor the assignment of cases. This person will advise our staff daily of new cases for corresponding action. The Site Walk Director will note assignments and evaluate each case paying particular attention to case type (Recon or Repair), PM managing the case, and municipality. Using this information, he will assign the case to an inspector and coordinate a site visit. Simultaneously, the Site Walk Director orders our licensed drone pilots to collect drone footage of the site.



Our inspectors prepare for repairs by studying the damage assessment report, which is used as a guide on their site walk. Then, using iPads, planned checklists, and the damage assessment reports, the inspectors walk the entirety of the homes to assess all conditions presented in the assessment and keep an eye out for any additional items deemed necessary to ensure a safe, sanitary, and secure home. They are responsible for interviewing homeowners to learn about their expectations and concerns, taking notes, and collecting photos that will serve the estimating team when developing the scopes.

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In the case of reconstruction projects, the inspector will vet the site and existing conditions. The focus will be taking dimensions of the site, the existing structure's silhouette, and any other site conditions that might influence the award type. They pay special attention to lot size, configurations, obstacles such as trees, slopes, rock formations, and any hazards or environmental conditions. When possible, the inspector will interview the homeowner to learn more about property lines, available sanitary infrastructure, expectations, the neighbors, or additional information that could influence the award.

Upon completion of the visit, the inspectors upload executed checklists, photos, sketches, and notes onto Project sight. For example, suppose they have identified conditions that could flip the case from one award type to another. In that case, they will advise the director of the site walks team for a corresponding feasibility analysis.

If feasibility analysis is required, the Site Walk Director will develop a report with a narrative of the findings and recommendations. If the case requires further input from the Design Lead or consultants, the report is reviewed and revised before being presented to the PM. The Design Lead will pass through the site if a visit is deemed necessary. When a final recommendation is reached, the report is forwarded to the corresponding PM for review and action.

Scoping: After the site walk is executed the PM will open Canopy's scoping filter to allow our estimating department to review the scopes, which triggers the initial scope process. The director of estimating will review and assign cases to estimators for scope development and

pricing through Xactimate. If design drawings are necessary, the estimator will forward the case to our in-house designer to develop the corresponding drawings. The scopes are then presented to the PM for approval.

The director of estimating oversees the scoping process, is experienced in managing the relationship with PMs and is skilled at resolving differences. He has a direct line of communication with the Design Lead and Construction Project Manager for consultation on design and constructability, respectively.

Asbestos and Lead-Based Assessment: Yates-Bird has personnel assigned exclusively to manage the asbestos-contaminated materials and lead paint process. Once we learn that a grant agreement has been scheduled, we will procure an ACM and an LBP test for the case. Testing will be executed by duly licensed professionals and in compliance with governing regulations and codes. Our supplier will provide a Certificate of Negative Presence (PGC-09 for ACM or PGC-10 for LBP) for cases where findings reveal no contaminated materials. In cases where results indicate contamination, the report will provide details as to what materials are contaminated and where they are located, amongst other things. The detailed report will then be provided to several licensed abatement subcontractors with whom we've already established a relationship.

We will assign the job based on the subcontractor's workload and capacity. The abatement subcontractor will process all permitting, abatement execution, monitoring, and materials disposition, provide a certificate of negative presence and procure the closeout



documentation from DRNA. In addition, Yates-Bird personnel will coordinate the homeowners' move out and temporary relocation process, including ORA check logistics.

Construction Document Production: Yates-Bird will appoint a knowledgeable and experienced Lead Permit Manager to implement a standard operating procedure to ensure permits are available promptly. The first item on the list will be to ensure that our model home permits are updated and in compliance with the latest model designs. Then, with these permits in hand, we will be ready to move forward with individual, site-specific construction permits as the cases get assigned to us.

The Permits Manager will prepare a detailed checklist of all the documents and requirements needed for each permit and will monitor and track the development of the designs and abatement process in preparation for the request for a construction permit that will include approval for demolition work. The Permits Manager, Architects, and estimating department will collect all the documentation, endorsements, signatures, checklists, and other information necessary to request the construction permit. This information is uploaded to ProjectSight and made available to all parties so the permit can be requested once the PM approves the scope.

When an expedited permit is necessary, Yates-Bird

may elect to procure the services of a 'Profesional Autorizado' with the rights and access to provide the permit or the services of a permits consultant (gestor) with vast knowledge of this trade. When all information is collected, and the necessary documents for the permit are fully executed, our Permits Manager will request either our Architects or our permit consultant to submit the permit request at OGPe. The construction permit will include approval for demolition work but is subject to several conditions that must be addressed before any demolition and construction work. The conditions are as follows:

1. Receipt of Tax Payments
2. Copy of Workers Compensation Insurance
3. The OGPe Construction Signs placed on site
4. Copy of a statistics sheet.

Yates-Bird will assign crews who will procure the aforementioned documents. Upon receipt of the conditioned permit, these crews will collect the documents and upload them to ProjectSight. A member of the permits staff, under the supervision of the permits manager, will proceed to advise either the Architect or permits consultant that a final construction permit may be requested.

The Permits Manager will monitor the progress to address any issues that may arise. This includes monitoring the permits agency through our OGPe account. Furthermore, our permits consultant will be kept in the loop on all cases to ensure that any additional case specific endorsements or permits, such as the 'Permiso Unico Incidenta' that OGPe could require, are obtained.

Change orders may occur during construction, and the construction permit will be amended when this happens. The process to amend the permit is the same as the one to obtain the original

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permit. This must be completed before we may proceed to request the Use Permit. The key to obtaining amendments in time for the Use Permit is to commence the process as soon as we learn that there are no anticipated change orders for the project. To comply, we have trained our team to address any change orders as early as possible during construction and advise the estimating and permitting teams of potential changes. After the substantial inspection is executed and approved, we request the Use Permit. The process is similar to the construction permit in that we must gather documents, signatures, and information to complete the permit package to be submitted to the permitting agency. The main differences are that the Use Permit won't be conditioned. The process will be supervised by our Lead Design Manager and worked through our permit consultant.

We will obtain several governmental approvals and permits at different stages during the development of the home repairs or new home construction. These include:

- » Categorical Exclusions – (Certificación de Cumplimiento Ambiental por Exclusion Categórica. Aka DEC).
- » Model Home Permits - OGPE's Approval of Home Prototype Plans
- » Construction Permit. Includes approval for Demolition Works
- » Permiso Unico Incidenta
- » Use Permit

On a case-by-case basis, we will encounter cases that require additional endorsements or permits. These will depend on site-specific factors such as the area's terrain characteristics, proximity to the coast, and the area's historical value. When

these conditions occur, we will delegate the responsibility to our permit consultant, who will have the resources to respond quickly. It should be mentioned that Resolution JPE-2019-071 by Puerto Rico's Planification Board (Junta de Planificación) has waived the need to request a Construction Permit from OGPe for repair cases that meet a set of predetermined standards. If this resolution is extended to the CDBG-DR-BR and SF-MIT Programs, we should be able to obtain OGPe authorizations to proceed with the repair works through simpler processes.

Management of Abatement Work, Demolition, Repairs, Replacement Homes & Key Turnover:

Abatement jobs will be assigned to licensed entities with the knowledge, resources, and experience necessary to plan, mitigate, monitor, and dispose of contaminated materials in compliance with codes and regulations. Yates-Bird will procure an ACM and LBP assessment report that will provide contaminated materials' details, locations, and quantities. These reports will be forwarded to our qualified subs for bidding. We will then assign the job based on the subcontractor's workload and capacity.

The specialized subcontractor will be responsible for implementing all necessary safety measures to perform their work safely. Our Safety Officer will visit the premises before the abatement work starts, discuss the safety measures to implement, and ensure they are in place before the abatement work starts. Proper signage will be located in visible areas to warn visitors or neighbors of the dangers of crossing the barriers. Our team will block access to the premises while the abatement work is being performed. After the abatement is complete, the warning signage, temporary walls,

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plastic bubbles, or any other measure used to isolate the area shall be removed and discarded by the specialized subcontractor. A certificate will be issued by the specialized subcontractor certifying that the site is clean of contaminants. In summary, the abatement sub will process all permitting, abatement execution, monitoring, materials disposition, provide a certificate of negative presence and procure the closeout documentation from DRNA.

During demolition, our Safety Officer or Assistant Project Managers will ensure that the site is duly fenced to avoid visitors or neighbors trespassing onto the site. Warning signage indicating "Do not enter" and "Demolition Work in Progress," identifying the "Entrance and Exit of Trucks," and the appropriate safety gear required on-site will be placed in visible places. The demolition subcontractor will be an experienced company having the know-how, equipment, and landfill permits to perform the work. A Flagman shall be present to help warn and direct the local traffic while equipment and trucks are getting in or exiting the site. The subcontractor shall ensure that a water source is present to keep the demolition area wet and avoid excessive dust that may affect neighbors, and the site will be kept clean and organized.

During the homes construction, site fencing and proper signage will remain to prevent neighbors or visitors from getting into the construction area. Our team will assign a Project Manager and Foreman to a group of homes, and every home will have a crew leader that will stay permanently. The Safety Supervisor will continuously visit every construction site and make safety inspections, and our team will supply each home with a first

aid safety kit. The safety inspections will include the evaluations of proper work gear, such as work boots, long pants, gloves, safety glasses, hard hats, ear plugs, etc. are being worn by the site personnel at all times. One of our top priorities on-site is to avoid accidents and keep the site clean. Our Safety Officer, management, and field supervisors are highly oriented toward keeping a clean and organized project at all times. We have learned that a clean project improves the productivity and quality of the work and decreases the probability of accidents.

Our Construction Team optimizes the execution of the work by assigning a selective group of Subcontractors or Self-Perform crews to our Assistant Project Managers. Depending on the volume of work, we are constantly adding additional Assistant Project Managers to our team to provide adequate supervision, thus limiting the number of Subcontractors each APM has to supervise. This ensures each home has proper supervision. Once it receives homes from our preconstruction team, the construction team proceeds to analyze the work and assign it to the proper subcontractor or self-perform crew, depending on the locations and extent of the work in the task orders.

Schedules, dates, and goals are established for each home to monitor their progress, along with pre-established checklists of all the procedures needed to carry out the work and comply with guidelines. These processes are monitored through our software program "ProjectSight," which our APMs, subcontractors, and self-perform crews use to load and download information on each case. The construction team will be subdivided into different types of work, such as

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the repair or reconstruction teams. If the specific scope differs from repair and reconstruction, we will also have a Blue Roof Team and a Single Family Housing Mitigation Team. Each team will have a Lead that manages their respective cases and assigns them to an APM to manage the work up to Key Turnover.

Key Turnover Process: Following the completion of each task order, the green building/warranty documentation team along with the use permit lead and key turnover lead will work to closeout any remaining documents or processes to complete the key turnover process. Upon receipt of the use permit the key turnover lead will contact the applicant to coordinate a closeout meeting with the applicant to hand over any original certifications such as electrical or plumbing and to hand over the keys through a transmittal process. We will also use this time to answer any remaining questions or doubts the applicant may have.

5. Approach of how Proposers will perform activities according to Programs approved task orders.

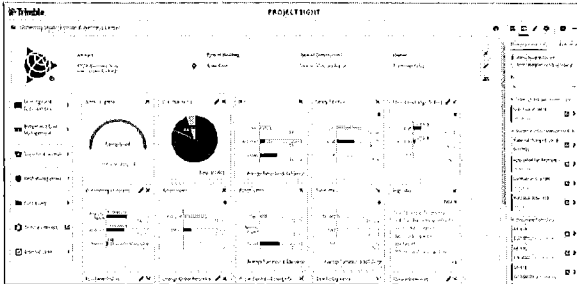
Yates-Bird is highly qualified to manage a program of this size, as demonstrated in Exhibit C- List of Comparable Projects. We have vast experience managing construction projects and how to prepare for challenges we'll face throughout construction. Our approach to a successful project is front-end planning, through which we collect strategic information, assess risk, and commit resources needed to maximize the potential for a successful project. We do this by holding a "Kick Off" meeting before requesting a Notice to Proceed. The first topic in our meeting agenda is our #1 priority, Safety.

We discuss and carefully review the Site-Specific Safety Plan that the management team will prepare for the project. The plan will guide the entire project team as we endeavor to meet all contract terms while practicing safe work habits on the project sites. Another important topic discussed at this meeting is the program's contract terms and approved task orders. We will record essential details to ensure we understand every requirement and process as required by the PRDOH. In addition, we review the plans and specifications, develop logistics to manage site-specific conditions, and plan for the unknown. Our team will also discuss management of the relationship with the homeowner, green building standards, permitting, quality control, schedule, warehouse materials, procurement, document control, and budgeting.

Yates-Bird understands that effective and efficient communication is key to successful planning throughout the CDBG-DR and CDBG-MIT programs. Therefore, we will execute a communication plan that, when put into effect, will ensure the PRDOH team fully understands every aspect of the project details, our procedures, intent, and our strategy to complete the program. In addition, Yates-Bird will provide the PRDOH with a single point of contact to further strengthen our communication approach. Yates-Bird has selected Drew Chance, Senior Project Manager, as the single point of contact during design and construction. Mr. Chance will coordinate all aspects of the project and ensure consistent communication and coordination between the PRDOH, Yates-Bird, the designer, the engineers, consultants, and subcontractors. This approach will provide continuity throughout

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the life of the project and will promote direct/clear communication between the PRDOH and the project team.

PROJECTSIGHT

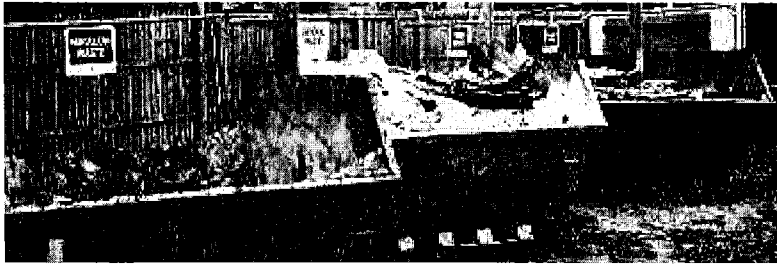
Our plan includes using ProjectSight, a tier construction management software for designers, builders, and contractors that are used to control and manage all project-related information in collaboration with our staff and selected consultants. This platform will provide each Contractor with direct access to their assigned Task Order, construction drawings, specifications, and permits. It will also serve as the means through which our subcontractors and field staff can upload and transfer to Yates-Bird photos, supporting documents, and field information as necessary to comply with permitting and green building requirements.

Yates-Bird promotes an interactive, hands-on relationship with its subcontractors. We will incorporate into each subcontract agreement all contract requirements, including the schedule, quality standards, safety, submittals, and security requirements. To further strengthen our relationship with the subcontractors, we will keep an inventory of program-approved materials at our warehouse. This measure facilitates resources for our subcontractors and reduces their financial burden while securing a high-quality product.

Yates-Bird considers the subcontractors to be an extension of our team. After the kickoff meeting and construction begins, our project managers will supervise all work and monitor the construction progress related to the schedule. They will inspect subcontractors' production, quality, and compliance weekly and keep production charts, logs, and progress reviews. Meetings with the subcontractors will be scheduled to prepare and update work plans. As mentioned, the project managers will also assist the subcontractors in procuring construction materials. They will place orders, secure inventory, and coordinate the delivery/pick-up of equipment and materials from our warehouse.

The safety officers and quality control staff will work in tandem with our project managers. Both teams will constantly monitor work-in-process. The safety office will ensure that the safety plan is being respected to its fullest, while the quality control personnel will ensure quality standards are met. The quality control team will also maintain the submittal and procurement log to ensure timely submissions.

The subcontractor has first-line responsibility for the quality of work. Yates-Bird staff will monitor quality and hold subcontractors accountable. Should the subcontractor's work not meet quality requirements, the work will be remediated, and discussions will be held with subcontractor management to promote the required levels of quality. Finally, our team will conduct a final technical inspection and ensure all record drawings, operation/maintenance manuals, and additional close-out documents are submitted and meet the operational requirements.



6. A description of the Proposer's solid waste management plan of nonhazardous materials.

Our solid waste management plan is based mainly on design and construction strategies to reduce waste on the construction site. We are committed to incorporating it into all facets of the CDBG-DR and CDBG-MIT programs. We will build the model homes with characteristics the program aims for, resiliency and durability. The home's walls and slabs will be built of concrete, and we will implement an innovative wall-forming system in most of our homes. In addition to having durable homes, our approach provides efficiency in construction and reduces material waste. The best waste management plan is not what we do with the waste; it is to eliminate or mitigate materials used to diminish the waste.

The design and construction plan incorporates methods that reduce waste and create efficiency. For example, given the Flexxowall System, we are free of using wood framework during the phase of wall construction. This practice reduces the need for wood as a construction material, reduces for cuts to waste works, and therefore reduces waste and landfill disposal.

Yates-Bird's project managers will monitor waste management and recycling. The availability of recycling facilities varies throughout different regions of Puerto Rico; therefore, recycling

procedures will vary depending on the job location, proximity to the recycling center, and the type of recycling services these companies provide. When full-service waste and recycling facilities are available, we will proceed as follows: Non-hazardous demolition material will be transported to a waste management facility to segregate materials. All wood, cement, carton, and metals will be transported, by the waste management company, to different recycling centers, each of which will manage specific materials. All remnants will then be disposed of throughout licensed waste landfills.

We require our subcontractors to manage and dispose of their waste from construction activities properly. Therefore, they must document their activities and supply us with the respective manifests complying with the proper haul-off and disposal of material. Waste containers will be located at our warehouse and are accessible to the self-perform crews. When considered practical and efficient, the self-perform team will transport waste to the warehouse bin to manage the material efficiently. This practice will reduce the transport required to and from landfills and is managed by a waste management company such as Duarte Wast; whose standard operating procedures include reports on recycled materials.

Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

7. Proposer's support for the Programs with practical, cost reasonable design solutions.

In most homes, we will implement an innovative wall construction technique that will work specifically well for this program. This approach will comply with this program's nature of building multiple homes in different locations throughout the island with limited access. We have two systems that accomplish this plan. In the first system, our homes will be built using the Flexxowall form system for the walls. This system was developed and patented by a local firm, and it's completely assembled in Puerto Rico. The system comprises two plycem sheets attached with a patented tie, into which concrete is poured. The second system uses aluminum forms to form the walls and slabs of the structure of our single-story two-bedroom units, all in one concrete pour.

A shop drawing is developed for each home model and will present the walls distributed into system modules, which are sized accordingly, with windows and doors openings laid out and cut to size. This system is installed by hand, without heavy lifting equipment, simplifying its installation. Rebar is installed simultaneously on the modules, and concrete is poured into the plycem module while the exterior face of the plycem sheets remains as the finish of the walls. Remnants of the joints and tie holes are finished with a cementitious compound to a smooth finish. This approach to the wall finishes will compensate for the shortage of skilled masons and cement plaster finishers on the island. Furthermore, it will accelerate the project since it will avoid installing masonry walls and the cement plaster finish on all walls while assuring the quality by delivering straight and smooth wall finishes.

In addition, this construction technique and structural system reduce and optimize material usage, and the dimensions and layouts are designed to minimize material cuts and waste.

Considering the various soil types, we will encounter throughout this endeavor, our structural design includes a simplified mat foundation plan. This method will reduce the equipment and labor required to provide a solid foundation despite the need for more concrete and re-bar material. The roof slabs will be concrete formed, poured in place, and have an appropriate slope of ¼" per foot to prevent water accumulation.

Our current design has been tested throughout the R3 program and has proved practical from a constructability standpoint without sacrificing the homeowners' safety, aesthetics, and comfort. It includes windows strategically sized to provide ample sunlight in compliance with ICC-700 standards and which are easily manufactured, stronger by design, easily transported, and installed. The impact-resistant window systems will be jalousie windows that comply with the minimum ventilation area needed for each room. They are suitable for unconditioned spaces, provide better ventilation, are easier to operate, and comply with infiltration rate certification, making them preferable over other types of windows. In addition, all exterior and interior doors abide by ADA guidelines and are the same size; this simplifies the procurement of doors, reduces the risk of installing incorrect materials, and eases the burden of construction crews when installing these components.

The homes will have cement plaster finish ceilings, painted wood doors, ceramic tile floors, and wall

Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

tiles up to 6'-6" above the floor, and the kitchen will have a tile back splash. Finally, the closets will have sliding mirror glass doors that give a spacious room feel.

We have learned from experience that certain site elements are quicker, easier, and less expensive to build while producing more practical designs for the homeowner. One example is using a low retaining wall when the slopes are not too extreme. Using a low retaining wall allows us to flatten the terrain around the home, remove the need for expensive columns or wall footings, and on some occasions, we can remove any steps that would have to be built to access the rear door of the home. It also provides a leveled patio area that is more accessible to the homeowner.

Concerning the construction work, the key to reducing errors, omissions, and delays as we move to deliver a complete product on time and within budget is the practice of front-end planning. This starts with our site walks, and our inspectors have been trained to vet homes and search sites for conditions to ensure we produce a safe, sanitary, and secure product. They will identify extreme conditions which is managed through the award type and request a feasibility analysis necessary to swap the award type before the case gets to grant agreement. Our estimators and design team follow the same practice. The team will vet the damage assessment reports, surveys, geotechnical reports, and site documents as they endeavor to design and scope the project.

Crucial to our success is the practice of executing three meetings before requesting the NTP. The construction team holds the first meeting with the case-specific project manager. At this meeting, they will review the construction documents

and site conditions to develop a schedule and plan for the job. The second meeting is with the subcontractors, where the work plan, budget, and schedule are presented and reviewed. Finally, the third meeting is directed by the project manager, who will present the site plan to the homeowner to ensure all parties are aligned and clear about the project intent.

8. Proposer's management of applicant complaints and warranty claims.

Based on our recent experiences in the CDBG DR-R3 and STEP Programs, we will use our lessons learned to respond to warranty issues or complaints. The Senior Project Manager will develop a warranties/complaints program along with the established warranty personnel to incorporate our best practices from CDBG-DR-R3 to keep proper track of the process and ensure that the warranties/complaints are being addressed with diligence and adequately solved. The Warranty Manager will assemble a team to utilize and enhance an established warranty program to respond to complaints promptly. This team will be given proper training to carry out the work, along with team meetings, trend reviews, and best practices to ensure success.

We will utilize a warranties/complaints claim phone line to track warranty calls, provide orientation to clients, and, if needed, initiate a warranty service request. This calling service will track warranties submitted through a software program to review the warranty/complaint and to ensure prompt response and assignment of all warranties to team members. All requests will be registered by the task order number in our software platform for tracking and assigned to

Section 7.10 » Technical Proposal » Proposed Plan of Action/Work Approach

the proper personnel. Following the input of the task order within the system, it will automatically identify the subcontractor or self-perform team that performed the work and notify the Project Manager responsible for taking care of the complaint. This process will notify all parties of the warranty, including the task order into a list of open warranties for tracking and review, and categorize warranties by types for ease of evaluation to identify trends and areas of improvement.

We will establish reasonable response times in our software to address the complaint, along with notifications to all parties for tracking. The software will provide warnings with a list of the complaints that have not been solved within the established period and notify management. This program feature will facilitate the follow-up of each case. Following the review of the warranty/complaint with the homeowner in the field and completion of the items included, the homeowner will sign an acceptance letter of the work performed. It will be returned to the Warranty Manager to be uploaded into the system to validate the completion of the warranty service.

In addition to the warranty team's regular process implementation and improvement, the Senior Project Manager, Lead Construction manager, and warranty teams will review the list of warranties and trends to view progress and areas of improvement monthly. A few focus items would be the common appearance of materials, quality of work, subcontractors, personnel, and managers associated with claims. This would assist the team in locating issues and opportunities for material, procedures, or personnel improvement. These reviews, combined with feedback from program

managers and PRDOH, will drastically decrease the number of warranties/complaints and provide a quick resolution.

Continuous Improvement Survey (CIS): A paramount focus of Yates-Bird is the quality of service that we will provide the PRDOH. Our number one goal is to bring value to you and provide you with a job well done. In order to keep track of how our project team is performing, we utilize the Continuous Improvement Survey which keeps us aware of the project's progress and our client's satisfaction. We will implement this when selected as your construction partner and continually evaluate where we stand throughout the project. In this, we will request your feedback through the CIS to make sure we are addressing your needs and meeting your expectations. This information is immediately shared with William Yates and the executive committee. If certain items need improvements or modifications, we act immediately to revise our processes to make sure that we are delivering on our promise.

Section 7.11.3 » Conceptual Design Submissions » Design Narrative

Codes:

Our Single Story and Two-Story Model Homes will be designed in full compliance with the latest applicable building codes, including the recently approved 2018 Puerto Rico Residential Construction Code. Code compliance requirements will be implemented by our design and engineering team, Rossi Lugo Architecture, during the design stages. Impact-resistant windows tested for compliance with TAS standards and energy-efficient roofs are just a few of the design elements that will be held to the most recent codes and standards.

Functionality:

Through our experience in the CDBG-DR-R3 and STEP Program, we have learned that many of the sites where vulnerable homes are located tend to be small and relatively narrow. With this in mind, we have developed a slim home model that can be used either as a freestanding structure or as an attached housing unit with a party wall. It is readily adaptable to narrow lots without sacrificing living/dining room space. Our Single-Story and Two-Story Model Home design features an efficient open concept living/dining/kitchen area with large front windows that will provide adequate ventilation, and access to natural light and create a comfortable sense of space. Our designs comply with all CDBG-R3, BRR, and MIT program space requirements and will have the laundry conveniently located inside the home. The Living/Dining Room area design allows for cross-ventilation of the space. All rooms will be well ventilated and will have a spacious closet in the bedrooms.

Our two-bedroom models have been strategically designed to maximize the allocation of resources as we endeavor to provide an efficient use of space. In particular, the bedrooms have been distributed without the need of a corridor. The square footage that would have been consumed by a corridor is instead allocated throughout the kitchen and living/dining room. It promotes flexibility and allows its maximization throughout all interior spaces.

Proposed Construction Methods and Materials:

Our Single Story and Two-Story Model Homes will be built taking into account the resiliency characteristics that the CDBG-DR and CDBG-MIT Program aims for. Toward that end, all walls and slabs will be built of concrete. We will implement innovative construction techniques that will work specifically well for this Program by providing efficiency, cost controls, and reducing waste. Our construction approach and methods will also facilitate construction throughout those sites that are difficult to access and/or which required complicated earthworks without jeopardizing code compliance nor the quality of work.

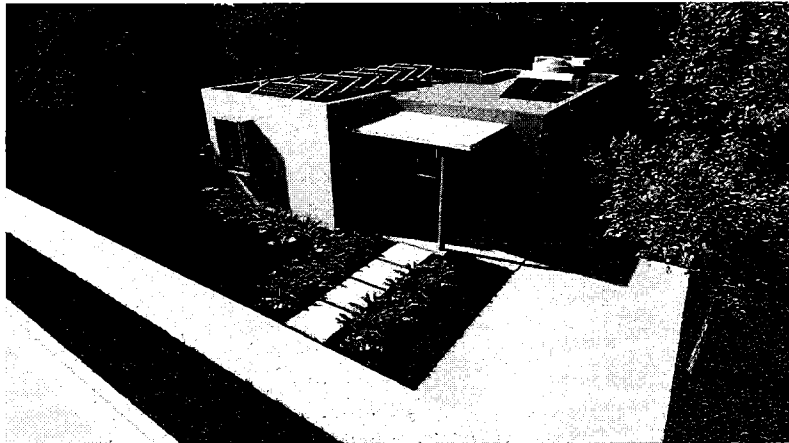
Our walls will be built using the Flexxowall Form Systems. The Flexxowall Form System was developed and patented by a local firm and is completely assembled in Puerto Rico. The system is composed of two plycem sheets (weather-resistant fiber cement sheets) attached together with a patented tie, into which concrete is poured. A shop drawing is developed for each of the home models. Through the development of the shop

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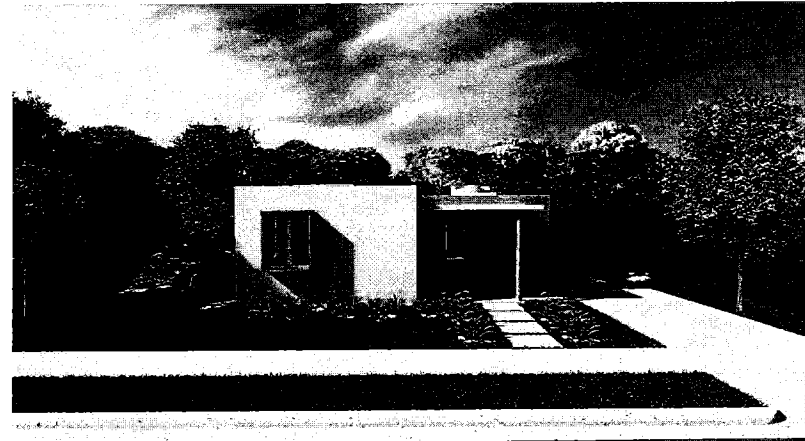
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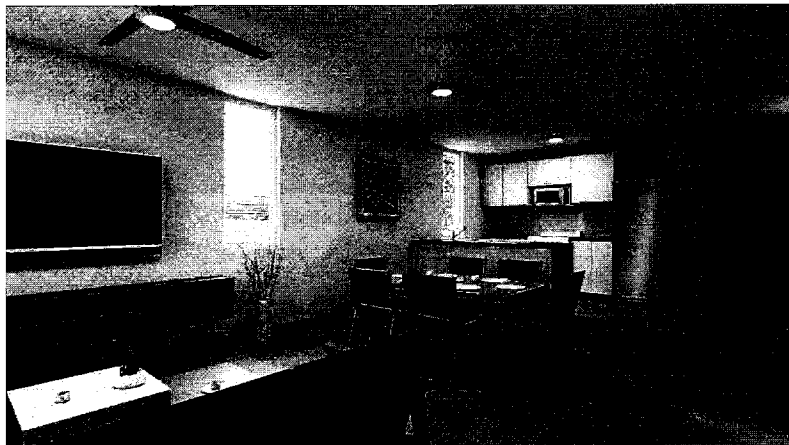
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EXTERIOR RENDERING



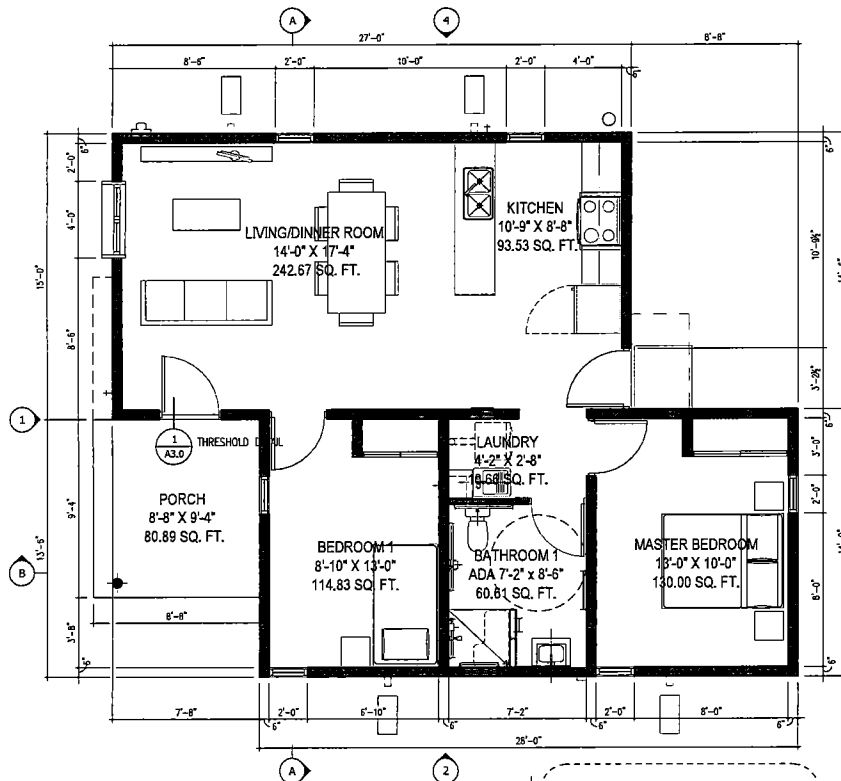
FACADE RENDERING



INTERIOR RENDERING

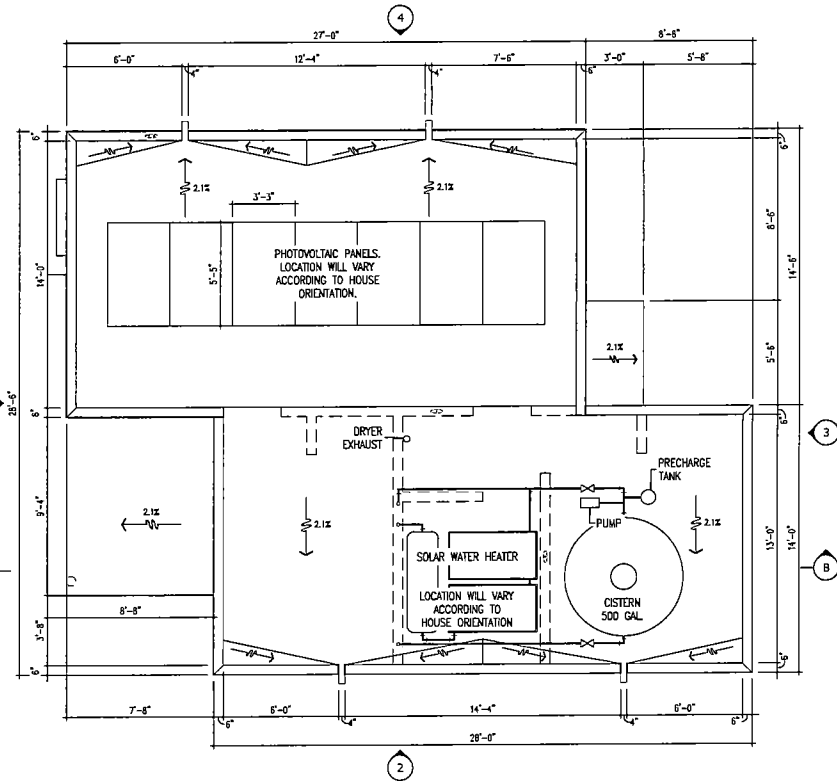
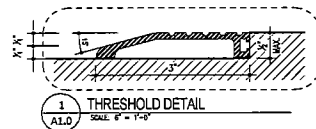
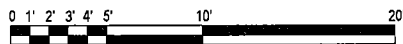
CDBG-DRMIT | 1 LEVEL 2 BEDROOMS MODEL | 1L-2B RENDERINGS

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GROUND FLOOR PLAN
SCALE: 3/16" = 1'-0"

GRAPHIC SCALE



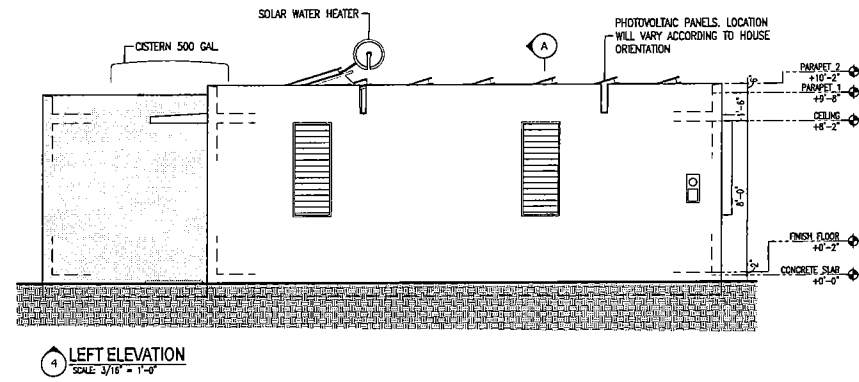
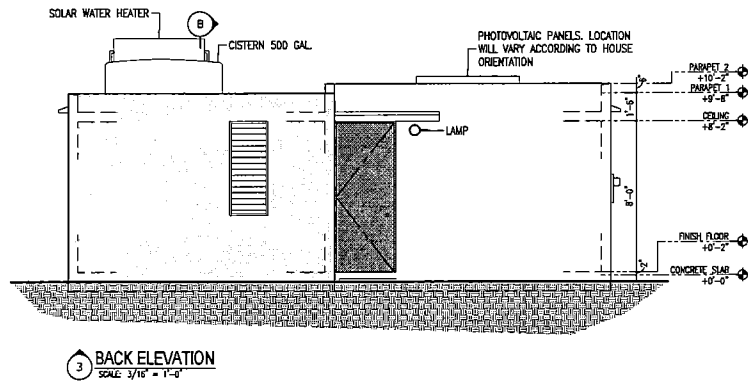
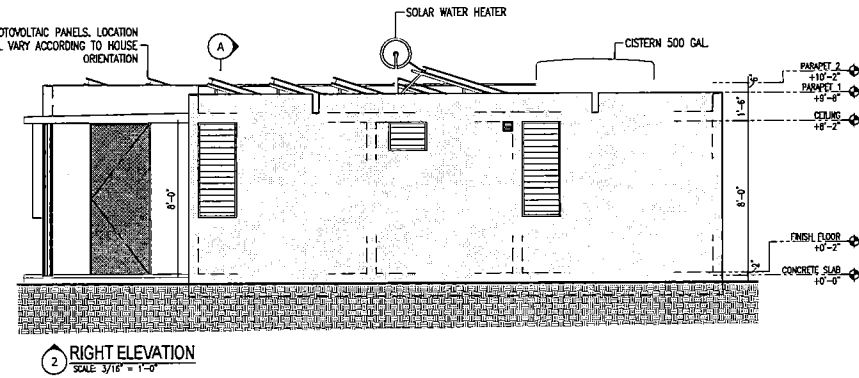
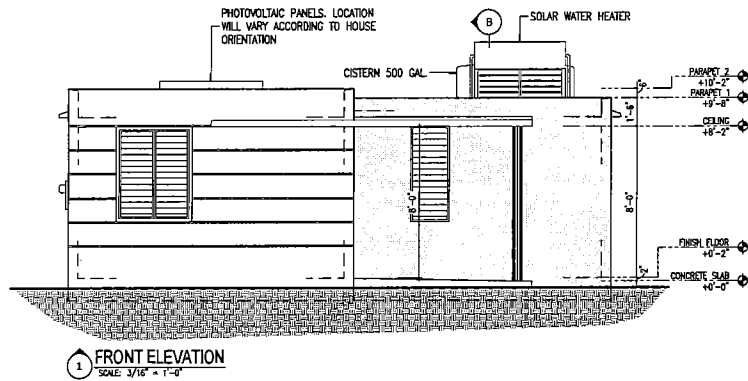
ROOF FLOOR PLAN
SCALE: 3/16" = 1'-0"

AREAS SUMMARY

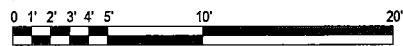
TOTAL CONSTRUCTION AREA:	860.70 SQ. FT.
PORCH:	80.89 SQ. FT.
MASTER ROOM:	130.00 SQ. FT.
BEDROOM 1:	114.83 SQ. FT.
LIVING/DINNING/KITCHEN:	336.20 SQ. FT.

CDBG-DRMIT | 1 LEVEL 2 BEDROOMS MODEL | 1L-2B FLOOR PLAN

YATES-BIRD ROSSILUGO A1.0
ARCHITECTURE

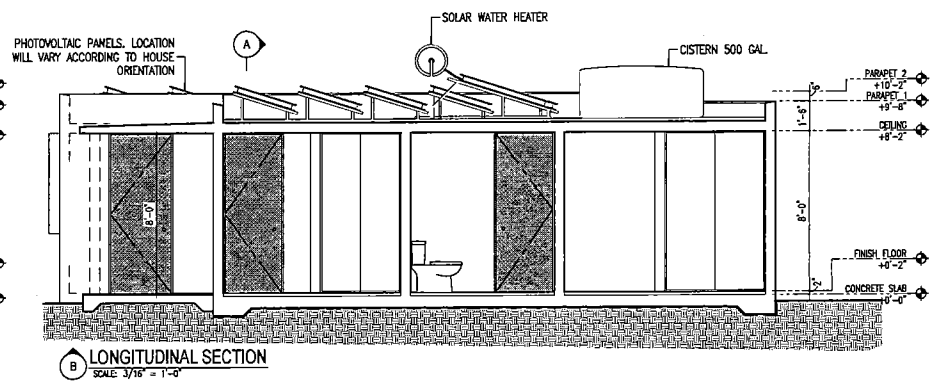
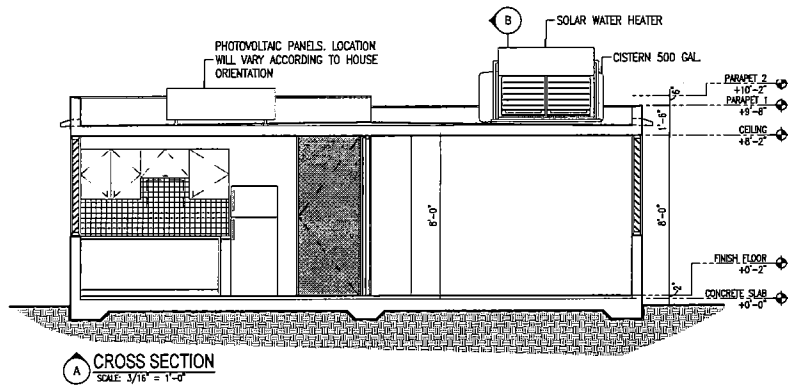


GRAPHIC SCALE

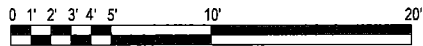


CDBG-DRMIT | 1 LEVEL 2 BEDROOMS MODEL | 1L-2B ELEVATIONS

YATES-BIRD **ROSSILUGO** A2.0
ARCHITECTURE

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GRAPHIC SCALE

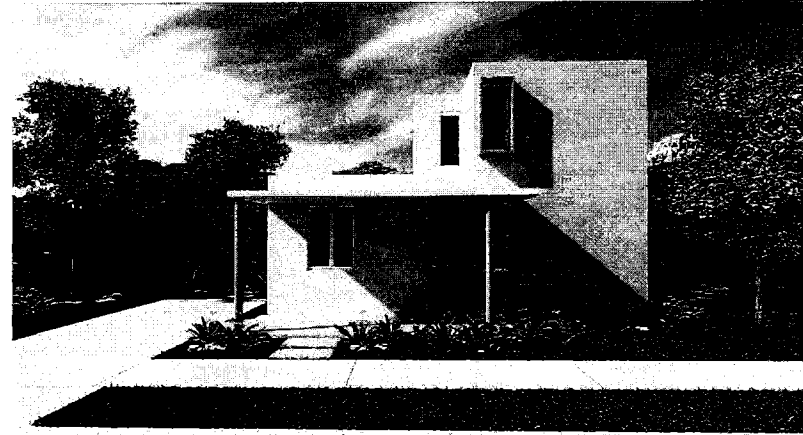


CDBG-DRMIT | 1 LEVEL 2 BEDROOMS MODEL | 1L-2B SECTIONS

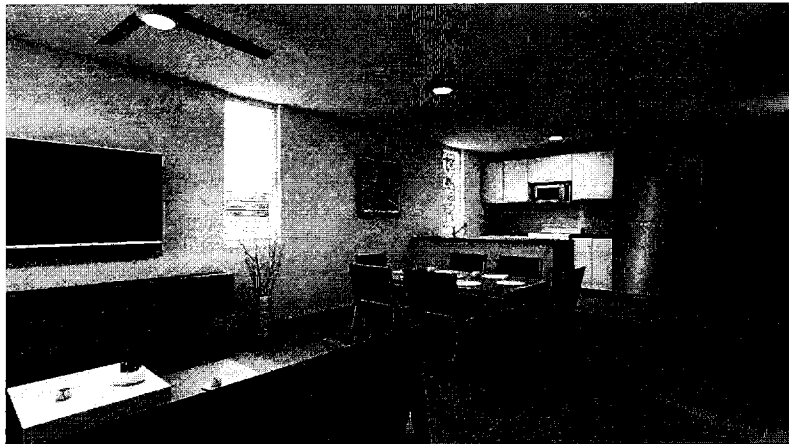
YATES-BIRD ROSSILUGO A2.1
ARCHITECTURE



EXTERIOR RENDERING



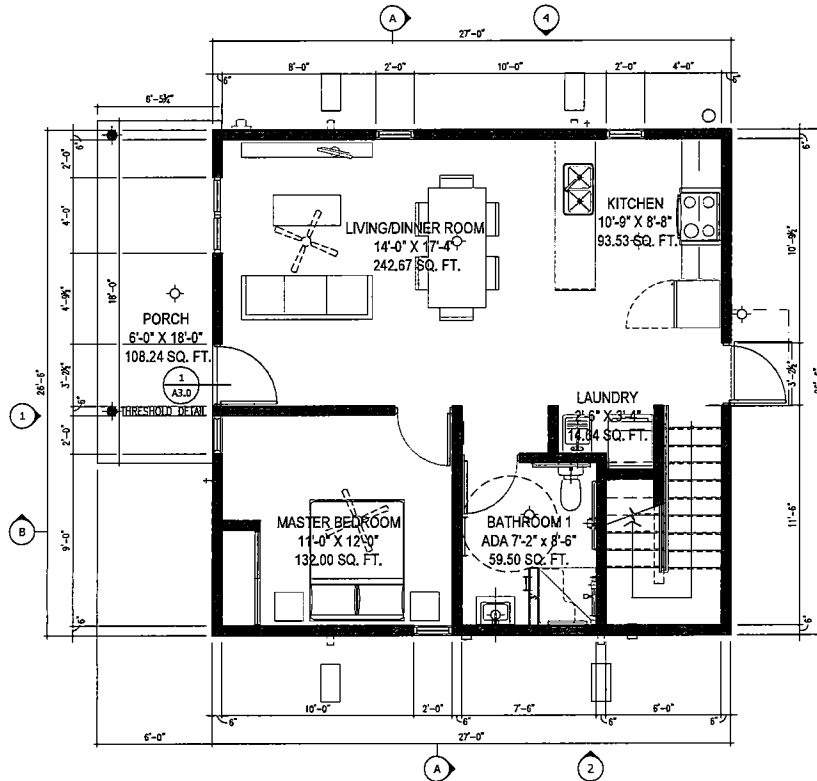
FACADE RENDERING



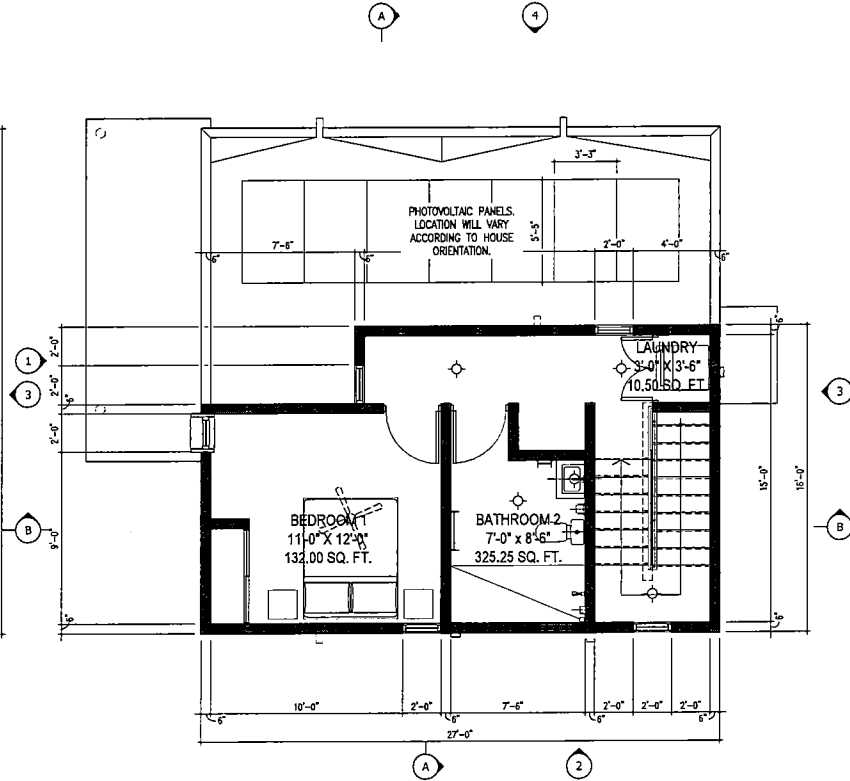
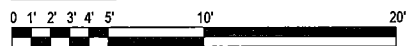
INTERIOR RENDERING

CDBG-DRMIT | 2 LEVEL 2 BEDROOMS MODEL | 2L-2B RENDERINGS

YATES-BIRD **ROSSILUGO** A3.0
ARCHITECTURE

**GROUND FLOOR PLAN**

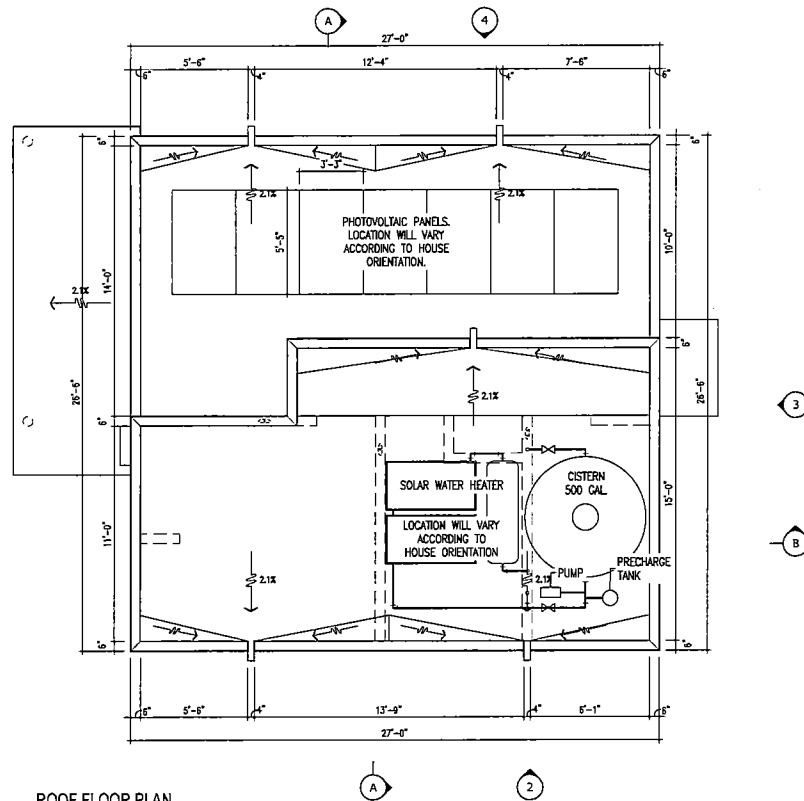
SCALE: 3/16" = 1'-0"

GRAPHIC SCALE**SECOND FLOOR PLAN**

SCALE: 3/16" = 1'-0"

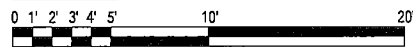
AREAS SUMMARY

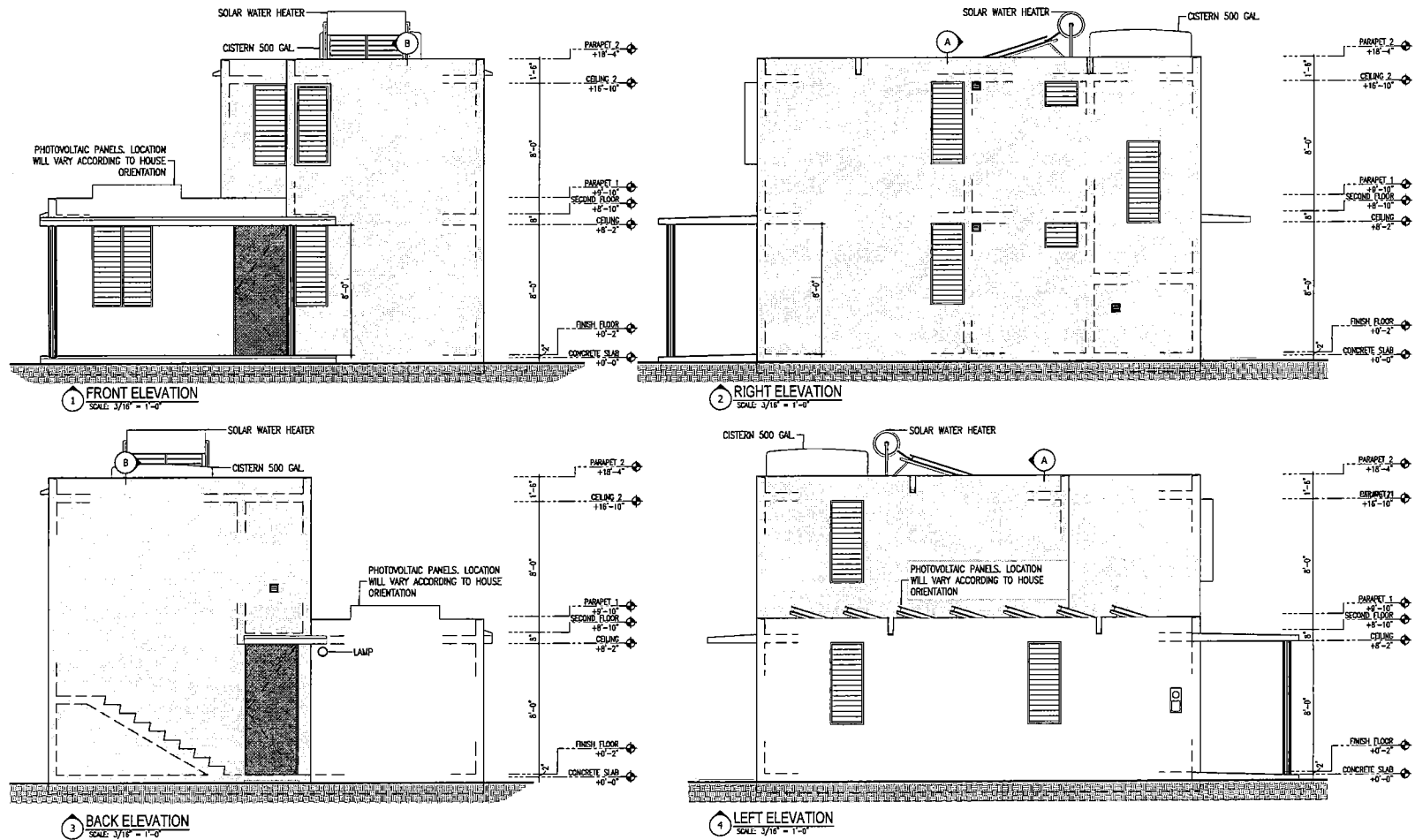
TOTAL CONSTRUCTION AREA:	1148.99 SQ. FT.
PORCH:	108.24 SQ. FT.
MASTER ROOM:	132.00 SQ. FT.
BEDROOM 1:	132.00 SQ. FT.
LIVING/DINING/KITCHEN:	336.19 SQ. FT.



ROOF FLOOR PLAN
SCALE: 3/16" = 1'-0"

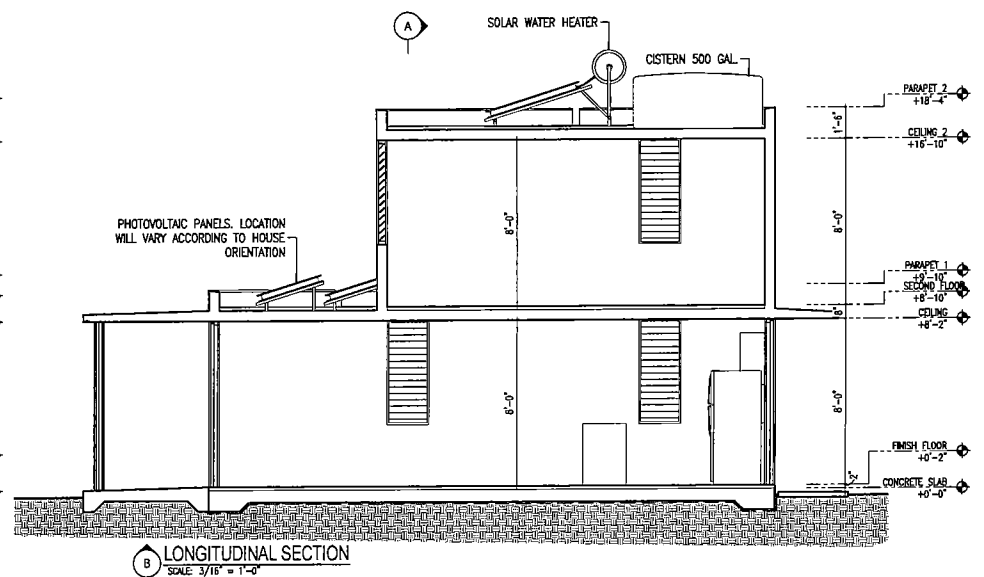
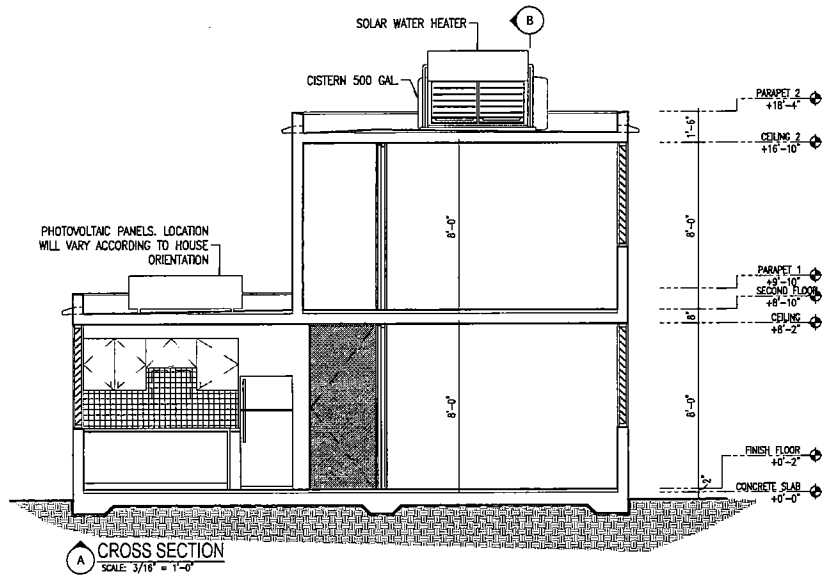
GRAPHIC SCALE



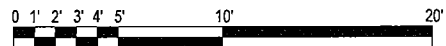


CDBG-DRMIT | 2 LEVEL 2 BEDROOMS MODEL | 2L-2B ELEVATIONS

YATES-BIRD ROSSILUGO A2.0
ARCHITECTURE

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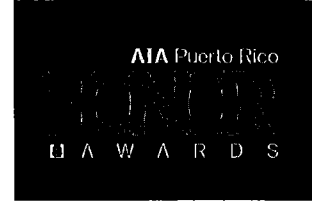
GRAPHIC SCALE



CDBG-DRMIT | 2 LEVEL 2 BEDROOMS MODEL | 2L-2B SECTIONS

YATES-BIRD ROSSILUGO A2.1
ARCHITECTURE

ROSSILUGO ARCHITECTURE



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RossiLugo Architecture, L.L.C.

Maria Rossi and Fernando Lugo

Address: 653 Ponce de León Ave, Suite 3B | San Juan, PR 00907

Email: rossi@rossilugo.com; lugo@rossilugo.com | Phone No. 787-724-8412

RossiLugo Architecture has collaborated with Yates-Bird for over three years on the CDBG-DR-R3 Program in Puerto Rico, and we have completed over 500 homes together. In addition, Bird Group has worked with RossiLugo on multiple design and construction projects for approximately 12 years. Our collaborative teams have a strong working relationship and understand the PRDOH processes. As a result, we are confident we are the right partner to execute PRDOH CDBG-DR and CDBG-MIT Programs.

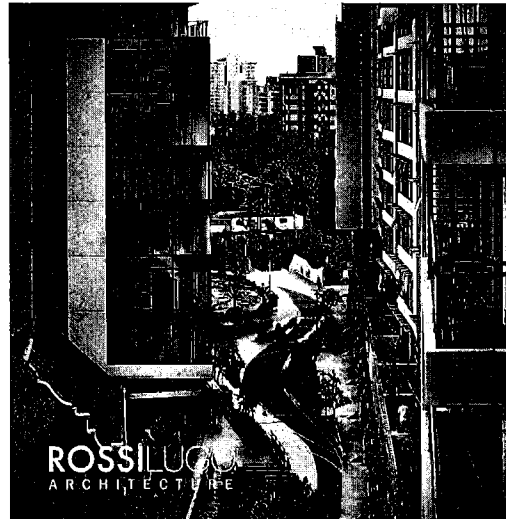
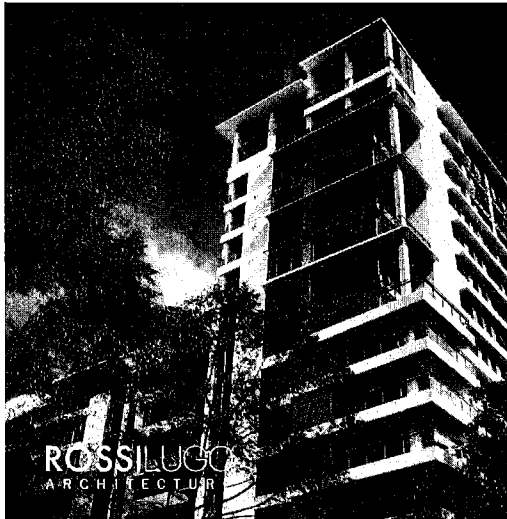
ROSSILUGO

ARCHITECTURE

www.rossilugo.com

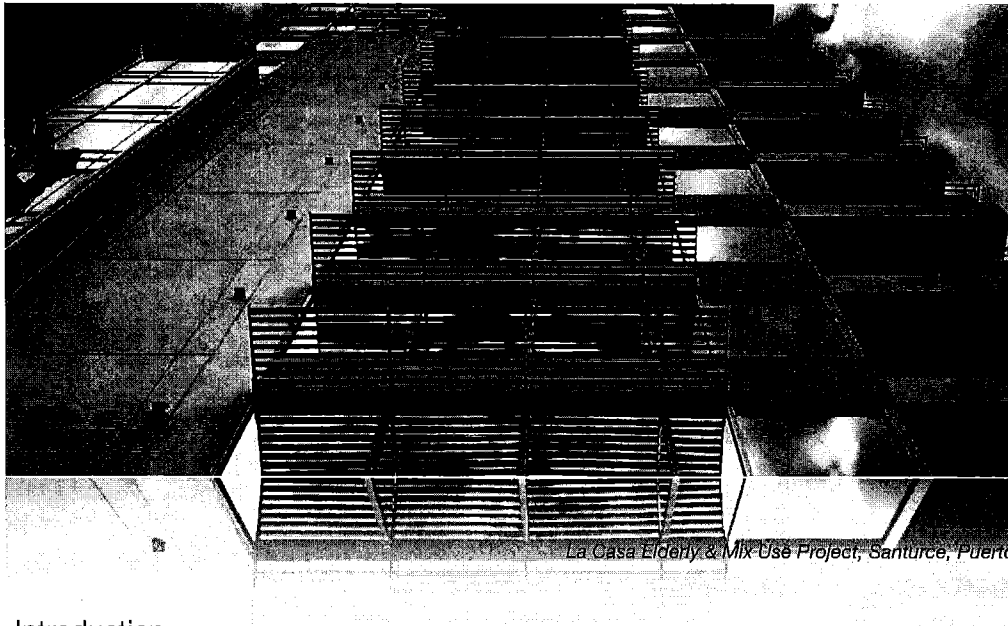
The firm ROSSILUGO Architects was established in 2011 in San Juan, Puerto Rico, founded by its principal partners, Maria Rossi and Fernando Lugo. With over 30 years of experience and long time friends and collaborators, Maria and Fernando joined teams for a design-built project of a LEED Certified Public School renovation in Jayuya, Puerto Rico. This collaborative effort that had started informally since 2003, continued since and developed into a joined firm expanding services from urban and architectural design, interior design, graphic design and LEED Consultant. Their offices are centrally located in Miramar, Santurce and within easy reach from all areas of Metropolitan San Juan. They have a staff of architects, designers, graphic designers and administration personnel in an open space computer aided design facility within a naturally lit environment with open views for all the occupants.

A strong design philosophy nurtures the professional performance of the firm, delivering projects according to strict programmatic requirements, time limits and stipulated budgets. Along the specific architectural commissions the firm's practice and interest has been concentrated in large scale residential and mix-use developments, schools, commercial interiors and urban design master planning. They have the support of a multidisciplinary team of professionals enabling the efficient resolution of projects with different programmatic complexities.



ROSSILUGO
ARCHITECTURE

M A R I A R O S S I - F E R N A N D O L U G O

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La Casa Elderly & Mix-Use Project, Santurce, Puerto Rico

Introduction

ROSSILUGO ARCHITECTURE was established in 2011 in San Juan, Puerto Rico by its principal partners, Maria Rossi and Fernando Lugo. Long-time friends and collaborators, Lugo and Rossi first combined their teams for the LEED-certified renovation of a Public School in Jayuya, Puerto Rico. This design-build collaboration led to the eventual formation of a unified firm offering urban and architectural design, interior design, graphic design and LEED-consultancy. A strong design philosophy nurtures the professional performance of our staff; We deliver projects according to strict programmatic requirements, time limits and stipulated budgets. Our practice and interest is concentrated in residential and mixed-use developments, commercial interiors and urban design master planning. We offer the full support of a multidisciplinary team of professionals to enable the efficient resolution of your project.

Section 7.8 » First-Tier Subcontractor Information

*rossi_maria / lugo_fernando_CV 2022***Biography : ROSSI**

Maria Rossi was born in Ponce, Puerto Rico, and studied architecture at Cornell University. Before returning to Puerto Rico, she worked in the offices of Arce Rigau Architects (San Juan, Puerto Rico), James Stirling (Berlin, under the direction of Walter Nagelli and Renzo Vallebuona), and Zaha Hadid (London). After dedicating her professional formative years to design and design development, she established her own firm (Maria Rossi Arquitectura) in San Juan, Puerto Rico and worked in collaboration with the offices of Hector Arce Architects. The firm dealt with a range of projects, including urban master planning, housing and apartment buildings, commercial rehabilitations commissions, and large-scale civic projects. She has also been commissioned to teach design studios in the School of Architecture of the Polytechnic University of Puerto Rico and the University of Puerto Rico. Since the passing of husband and partner Hector Arce in 2011, she has joined her offices with those of long-time friend and collaborator Fernando Lugo.

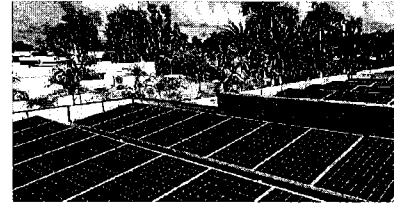
WORR
WORREJP
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JS**Biography: LUGO**

Fernando Lugo was born in San Juan, Puerto Rico. He finished his studies in Architecture in Cornell University and obtained his Bachelor of Architecture degree in 1975. He received the Fulbright scholarship from the US Government and completed a research in Mexico City with the title: Analysis of Pre-columbian Urban Design in Mexico's Central Valley in 1976. In 1980 he finished his Masters degree in Architecture in the Massachusetts Institute of Technology (M.I.T.).

He obtained the Architects license in Puerto Rico in 1980. Later he moved to Venezuela where he was invited professor in the "Universidad Simón Bolívar" in 1980. In 1987 through 2002 he was a design professor at the "Universidad José María Vargas" in Venezuela, and from 1994 through 2002 an urban design professor at the "Instituto de Urbanismo de la UCV". Presently he teaches sporadically at the Polytechnic University of Puerto Rico and the University of Puerto Rico.

In 1984, together with Hector Arce and Jorge Rigau architects received a Design Award from the American Institute of Architects for the project restoration of "Casa Colonial in Old San Juan", Puerto Rico. In 1987, he was awarded with a project from a private competition for the "Fundación Colegio Francia" a kindergarden and elementary private school building in Caracas, Venezuela. In 1991, he received a First prize award in the Competition for the National Competition for Ideas for Revitalizing the Central Historic District of Ciudad Bolívar and in 1992 the Manuel Centurión Award for Infill in the Historic District of Ciudad Bolívar. Together with Rossi for the last ten years they have obtained several awards, certified several LEED projects and won important RFP's in Puerto Rico.

Yates-Bird's First-Tier Subcontractor

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JS

Verdifica, PSC

Key Staff: Eng. Gabriel Rivera

Address: 1121A Calle Vieques, Sector Condado, San Juan, PR 00907

Email: Gabriel.rivera@verdifica.com | Phone No. 787-632-4120

Gabriel Arturo Rivera is a licensed professional electrical engineer in Puerto Rico with over 18 years of experience in the design of electrical power systems and 11 years of experience in the design, management, and installation of solar photovoltaic systems. He has worked in over five hundred renewable energy projects in Puerto Rico and the other Caribbean islands and provides consulting, design and inspections services for residential to industrial-scale solar energy companies. His training includes post-graduate studies in Renewable Energy and Distributed Generation and maintains continuous education by the North American Board of Certified Energy Professionals (NABCEP). He is certified installer for multiple solar energy solutions and energy storage solutions. He is a LEED Accredited Professional since 2006 by the United States Green Building Council (USGBC). He is also Certified Energy Auditor and Certified Energy Manager by the Association of Energy Engineers.

Yates-Bird's First-Tier Subcontractor

Starco
Electric, Inc.

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WRR

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EJP

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JS

Starco Electric, Inc.

Eng. Hugo Durand Schettini, PV System Designer

Address: Pr-1 KM 24.0 Bo Quebrada Arena, San Juan, PR 00970

Email: roberto@standardpr.com.com | Phone No. 787-789-1000

Starco Electric has been an Electrical Subcontractor for Bird Group on previous projects such as Vanderbilt Tower, and the Vanderbilt West Restaurant, and Spa. Starco's latest approach in the energy conservation environment is in the installation of photovoltaic systems as a certified installer in the "Administracion de Asunto Energeticos," installing their own 54kw photovoltaic system in their facilities.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment B

ATTACHMENT #1

SCOPE OF WORK

Request for Proposals

Construction Management Services

Home Repair, Reconstruction or Relocation Program

Blue Roof Repair Program

Single-Family Housing Mitigation Program

Home Energy and Water Resilience Installations and Incentive Subprograms

Community Development Block Grant – Disaster Recovery & Mitigation Programs

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2022-07

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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 Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. The PRDOH reserves the right to retain construction management services of some of these programs internally and to select more than one Construction Manager (**CM**). Selected Proposers may be required to work on some or all of these Programs as requested by PRDOH.

A description of the Housing Sector CDBG-DR and CDBG-MIT Programs is included in the Action Plans approved by the U.S. Department of Housing and Urban Development (**HUD**), available at <https://cdbg-dr.pr.gov/en/download/action-plan-amendment-8-nonsubstantial-amendment-effective-on-february-25-2022/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>. A general description of the Programs is included below:

1. **Home Repair, Reconstruction, or Relocation Program (R3 Program)** - provides funding to repair damaged homes or rebuild substantially damaged homes in-place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in the same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000 as confirmed through program inspection, or if a feasibility analysis determines that reconstruction is required. The relocation venue provides homeowners with substantially damaged homes located in high-risk areas an opportunity to relocate to a safer location. The R3 Program will be implemented under the CDBG-DR funds.
2. **Blue Roof Repair Program (BRR Program)** - provides funding to owner-occupied single-family homes which remain with a blue roof tarp (blue roof) for weather

protection as a result of hurricanes Irma and/or María in Puerto Rico. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The BRR Program will be implemented under the CDBG-DR funds.

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3. **Single-Family Housing Mitigation Program (SF-MIT Program)** – provides funding and mitigation assistance to households in Puerto Rico that face a risk of immediate threat. The Program will provide risk-based resiliency and mitigation measures to owner-occupied residences that have been identified as uninhabitable, substantially damaged, and/or deemed as an immediate threat by a program-performed Property Risk Assessment. The Program shifts focus from previous Disaster Recovery efforts by minimizing future loss and not having storm-related damage as a requirement. A targeted approach will require the Program Managers to perform outreach efforts for applicant intake and eligibility determinations. The SF-MIT Program will be implemented under the CDBG-Mitigation funds.
 4. **Home Energy and Water Resilience Installations Subprogram (CEWRI-HEWRI)** – provides funding for the installation of photovoltaic systems and/or battery storage systems for Low- to Moderate-Income (LMI)¹ households. LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of photovoltaic systems with battery storage backup of one hundred percent (100%) of the cost or \$30,000; whichever is the lowest.
 5. **Incentive Subprogram (CEWRI-IP)** - Will provide funds for the installation of photovoltaic systems and/or battery storage systems for non-LMI households. Non-LMI households that own a single-family structure as their primary residence will be eligible to receive an incentive for the installation of photovoltaic systems with battery storage backup of forty percent (40%) of the cost or \$20,000; whichever is the lowest.

The PRDOH anticipates awarding the contract for an initial term of three (3) years. The PRDOH may, at its sole discretion, extend the contract term for **two (2)** optional **one (1)** year extensions upon mutual written agreement of the parties. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that may be requested by the PRDOH under this contract.

¹ Refers to the residents of Puerto Rico that are considered low- to moderate income; that is, below eighty percent (80%) of the Area Median Family Income (AMFI) as established by HUD. See HUD Modified Income Limits for CDBG-DR Puerto Rico at HUD website here: <https://www.huduser.gov/portal/datasets/cdbg-income-limits.html#2021>. These income limits apply to all municipalities in Puerto Rico and are amended annually.

1. PRDOH's Reservation of Rights:

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after the award of the contract.
- (vi) To require additional information from all suppliers to determine the level of responsibility.
- (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the proposer, regardless of their inclusion in the reference section of the proposal's submittal.
- (viii) To contract with one or more proposers or the cancellation of this RFP.
- (ix) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.
- (x) To modify the quantity of the listed items and/or services during the term of the contract in compliance with policies and procedures.

2. Overview

The PRDOH is issuing this Request for Proposal (**RFP**) to procure highly qualified and skilled architecture and engineering (**A&E**) designers and contractors to provide Construction Management Services for the R3, BRR and/or SF-MIT Programs and serve the Program(s) as a design-build, single source responsibility entity. The Construction Management Services provider may support R3 awards, CEWRI-HEWRI and/or CEWRI-IP Subprograms, by conducting testing, permitting and mitigation works of suspected lead-based materials, when applicable. It is expected the Selected Proposers will be prepared to invest considerable resources and efforts as related to the site walks, scope of work development, technical studies, survey, design, permitting, abatement, demolition, rehabilitation (either repair or repair/retrofit), and new construction of single-family dwelling units as specified and described in the Action Plan(s), in a short period of time. The Proposers must understand and align with the CDBG-DR and CDBG-MIT Federal

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Register Notices², Action Plans, Program Guidelines, national objectives, eligible/ineligible use of funds, guidelines, and policies. Proposers must be familiar with the Department of Housing and Urban Development (**HUD**) latest policy objectives, plan alignment, glossary, acronyms, policies, guidelines, and design standards applicable to the Scope of Work (**SOW**) of this RFP. The Proposer remains fully responsible for determining if the information mentioned before has been revised or updated.

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The Construction Managers will be an integral part of the Program(s) and will be required to work in harmony with other stakeholders such as PRDOH, Grant Management, Program Managers, as well as other staff and contractors retained by the PRDOH for the implementation of the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, completion of all tasks assigned under the contract and to provide applicants the highest customer service standards.

The Contract(s) will be awarded to the "Qualified Proposers" whose Proposals, conforming to the RFP, is(are) most advantageous to the PRDOH. The SOW presented is based upon circumstances existing at the time of its release. 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 contract. Upon Contract execution, the Construction Managers may be required to work outside of normal business hours to accommodate for the Program(s) goals, production, and operational needs (i.e. weekends or evenings).

The PRDOH will outsource Program Management (**PM**) services for the implementation and the everyday administration of the program, projects, and case management. The PM will be responsible for the Construction Managers' contract management administration, control, regulatory and statutory compliance oversight. The Program Managers will also be responsible for the development of Environmental Review Records (**ERR**) and inspection of all construction works for the Program(s), and others.

3. Construction Management

The Construction Managers are expected to strengthen the Program(s) by providing their experience, technical knowledge, and expertise for the successful implementation of the Program(s). As consequence, the Construction Managers are expected to efficiently operate as a design-build team for the correctness, completeness, compliance, and systematic project completions in a time accelerated environment.

² Federal Register Notices for the CDBG-DR and CDBG-MIT are published in the corresponding websites at <https://cdbg-dr.pr.gov/en/resources/federal-register/> and <https://cdbg-dr.pr.gov/en/download/federal-register/> respectively.

3.1. General Objectives

The objectives for the Construction Managers include but are not limited to the safe evaluation and completion of projects on time, budget, quality, and compliance with, federal, state, local laws, statutory, regulations, requirements, and standards. This includes but is not limited to the following:

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- Reduce the amount of time and increase the production of assigned applications;
- Provide practical, feasible and cost reasonable design solutions;
- Control cost and reduce Program(s) budget overruns;
- Provide, implement and administer the Quality Plan and optimize quality assurance of the services and goods being provided;
- Provide, implement, and administer the Project Safety Plan and complete projects safe and healthful manner;
- Methodically optimize project completions and expedite the close-out process of projects;
- Comply with green building initiatives and checklist;
- Ensure Program(s) expenditure of funds are related to the corresponding objectives such as "tie-back to storm" for CDBG-DR R3 and BRR Programs and "mitigation unmet need" for CDBG-MIT SF-MIT Programs.
- Identify and reduce the risks and legal burden to PRDOH, Program(s) and its representatives;

3.2. Duties and Responsibilities

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

- Obtaining and evaluating the documents and information of the initial assessment phase in preparation to the scope site walk, scope of work development and a potential Grant Award to Program(s) applicants. Identify specific concerns that could affect the Initial Project Intent;
- Performing a scoping site walk and developing an initial scope of work (scope report);
- Participating in the Program(s) Grant Agreement process with Program Managers representatives and applicants.
- Obtaining and evaluating copies of the Environmental Review Record information in preparation to the design, construction documents, permitting process and other related activities. Identifying specific concerns that could affect the Initial Project Intent;

- Performing the Asbestos Containing Materials (**ACM**), Lead-based Paint (**LBP**) materials, assessment, testing and report;
- Providing the ACM and LBP reports to the applicants, as needed;
- Providing the construction documents, corresponding permits for abatement, demolition, and construction activities, when required;
- Safely, timely, organized, and efficient completion of the Program(s) assigned Task Orders;
- Providing the highest level of service to the applicants, Program(s) representatives and PRDOH;
- Maintain overall project administration, production, control and responsibility, including Subcontractors management.
- Providing the PRDOH, Program(s) representatives and applicants the highest customer service standards.

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3.3. Construction Manager Levels

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

3.3.1. Level 1 Construction Managers

Level 1 Construction Managers will be those with greater financial capabilities which are able to operate and concurrently perform and complete extraordinary amounts of work within a larger geographical area. Level 1 Construction Managers:

- Initially may be assigned to geographical regions (group of municipalities), at the discretion of PRDOH;
- Can work one or more regions at any given time as requested by the Program(s);
- Will have a higher financial, operational, and technical capacity, which enable them to work and complete a greater volume of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a greater volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved 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 Staff Personnel to the greatest extent possible;
- Will engage and cooperate with the local communities, municipalities, and governmental officials;
- Will provide periodical status reports to PRDOH and its representatives; and
- Will attend or conduct meeting with the PRDOH and its representatives.

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3.3.2. Level 2 Construction Managers

Level 2 Construction Managers will be those with moderate financial capabilities which are able to operate, concurrently perform and complete moderate quantities of work within adjacent groups of municipalities. Level 2 Construction Managers:

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- May be initially assigned to work within adjacent groups of municipalities;
- May be initially assigned to adjacent municipalities from the locations of their headquarters to reduce the risk of over-extending their operations;
- Additional municipalities may be assigned if requested and approved by PRDOH;
- Will have moderate financial and operational capacity, which enable them to work moderate quantities of projects;
- Will be a design-build single-source responsibility entity and organization;
- Can perform all types of projects concurrently, including abatement, demolition, repair, retrofit and new construction of single-family dwellings;
- Can procure, acquire, furnish, and provide a moderate volume of labor and materials for assigned Task Orders;
- Must ensure that subcontracting of work is assigned to PRDOH approved subcontractors;
- Must ensure that PRDOH approved 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 Staff Personnel 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.

4. Staff and Subcontractors

This Section details minimum Key Staff Personnel that will be required from the Construction Managers to perform the tasks required for the Program(s). All subcontractors performing abatement, demolition and construction activities under the Program(s) will be managed, administered, evaluated, controlled by the Construction Managers, and approved by the PRDOH or its representatives. Under no circumstance work shall be performed by a subcontractor that is not approved by PRDOH. Construction Managers performing non-compliant work may be subject to unnecessary risk, legal exposure, and other actions by the Program(s). The Construction Managers will be directly responsible for ensuring the accuracy, timeliness, quality, and completion of all tasks assigned under the Contract.

4.1. Staff Requirement

The Construction Manager must retain and maintain over the life of the contract or until requested by PRDOH, the Key Staff Personnel. All Key Staff Personnel resources must be physically located in Puerto Rico. The PRDOH expects the Selected Proposers to provide competent and 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, following the code of ethics and/or irregularities that may result in an unnecessary legal burden to the PRDOH, the Program(s) or its representatives. No Key Staff Personnel may be assigned to the resulting contract without the written consent of the PRDOH. Key Staff Personnel currently performing on the R3 Program may be proposed as part of the Key Staff Personnel under this RFP. Key Staff Personnel currently performing on other CDBG-DR or CDBG-MIT Programs may not be submitted as part of this RFP.

4.2. Key Staff Experience and Qualifications

The Proposers must provide detailed information and demonstrate the minimum requirements of the Key Staff Personnel to be assigned to the Program(s), including degrees, certifications, licenses, and years of relevant experience. The PRDOH promotes opportunities for maximum feasible participation of certified Section 3, Minority, and Women Owned Business Enterprises (**MWBE**). As part of the qualifications, the Proposers must include detailed information regarding their financial, administrative capacity, design, and construction experience (in similar projects), personnel, consultants, equipment, software capabilities, document controls, safety record keeping, and quality control procedures.

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4.2.1. Senior Project Manager

The resource assigned as the Senior Project Manager position must have a bachelor's degree from an accredited institution, experience in design-build projects, and at least ten (10) years of experience as project manager on construction projects.

The Senior Project Manager must possess academic, technical, and practical knowledge of program management, regulatory compliance, construction, and statutory compliance of similarly complex programs. Should be fluent in English and Spanish languages. This resource will be the main point of contact between the PRDOH and the Construction Management firm. Will be available on-call and attend Program(s) status, production, and progress meetings. The Senior Project Manager responsibilities include but are not limited to formulating, organizing, and monitoring the overall performance of the logistics and operation; defining objectives, strategies and monitoring the overall performance of projects; making decisions to accomplish the Program(s) objectives; strategizing to meet Program(s) production goals and requirements; coordinating cross-phases activities to promote and obtain overall efficiencies; leading, guiding and evaluating other Key Staff Personnel and their performance; monitoring and managing the master schedule of projects; developing, pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of overall progress of Task Orders; managing and controlling the Construction Managers budget, contract amount, and bonding capacity; identifying and allocating resources to the organization according to the Program(s) operational needs and work load; proactively evaluating and identifying trends, patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting operational efficiency; leading and promoting efficient communication strategies among Key Staff Personnel, design, permitting, construction and all support teams; promoting a customer, client service and steward oriented environment; preparing and explaining the executive performance reports to the PRDOH and its representatives; promoting practical, feasible, cost reasonable design solutions to complete the work of applicants homes in a time efficient manner; promoting ethical behaviors and work ethic within the organization; evaluating, implementing, identifying and taking the corresponding actions related to Anti-Fraud Waste, Abuse or Mismanagement (**AFWAM**) within the different teams, support areas, staff, subcontractors providing work, goods and services to the organization; assuming responsibility for the organization, teams, support staff and its subcontractors; any other function required to support the success of the Program(s).

The Senior Project Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; shall possess

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knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program, as contracted.

4.2.2. Lead Design Manager

The resource assigned as the Lead Design Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the Puerto Rico College of Architects and Landscape Architects (**CAAPPR** for its Spanish acronym) and/or the Puerto Rico College of Engineers and Land Surveyors (**CIAPR** for its Spanish acronym); active registration in the Department of State of Puerto Rico; at least ten (10) years of experience as design manager in the construction industry and at least five (5) years of experience in the design of housing or residential projects.

The Lead Design Manager shall work under the direct supervision of the Senior Project Manager to control the site planning, design, and production of the projects. The Lead Design Manager shall meet regularly with the Senior Project Manager and Construction Manager to communicate trends, patterns and identifying overall strategies, design efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving feasible and cost reasonable design solutions; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects schedule and production, particularly to those activities related to the design phase; communicating and informing any project schedule deviation and impact to the Senior Project Manager and Lead Construction Manager; assigning tasks and managing the design team's personnel; identifying and allocating resources for the design phase production; owning and pursuing outstanding design issues until resolved; promoting inter-team communication and keeping all the design team informed; managing the staff and group leaders of the design team; coordinating and communicating with stakeholders and consultants' to ensure on-time delivery of design tasks and deliverables such as, schematic design, design development, construction documents, permitting process, submittals, request for information, supplementary drawings, as-built documents, occupancy permit requirements, applicable codes, regulations and green building standards; evaluating and complying with Environmental Review Record; providing and complying with the State Historic Preservation Office (**SHPO**), permitting agency(ies), any other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Construction Manager as the subject matter expert and design expertise; assisting the Senior Project Manager in risk management for the design and/or permitting process; assisting the Senior Project Manager in the evaluation of the design team staff and performance;

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assisting the Senior Project Manager controlling the budget for the design phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard for the design phase; coordinating the design team site visits and reporting to ensure adherence to the project intent, quality standards and Quality Plan; ensuring compliance of the projects requirements related to the Program(s) requirements and contract; developing and pursuing deadlines, and production goals; coordinating components of projects to ensure on-time delivery of Task Orders and projects; proactively evaluating, identifying trends and patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Construction Manager, design, permitting, construction and support teams; assuming responsibility for the product of the design team; promoting practical, feasible, cost reasonable design solutions to provide applicants homes in a timely manner; promoting ethical behaviors and work ethic within the design team; evaluating, implementing, identifying and taking the corresponding actions related to AFWAM within the different team, staff, support areas and subcontractors providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors (when applicable); any other function required to support the success of the Program(s).

The Lead Design Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; they must possess academic, technical proficiency, and practical knowledge in site planning, architectural design, applicable codes, regulations, standards, sustainable design, green building requirements and compliance; shall possess contract, scope of work, budget, production, design and cost reasonableness knowledge and team management skills; must pursue the overall scope and design efficiency of design solutions in a time accelerated environment; and shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program as contracted.

The Construction Management Firm's Architect of Record (AOR) is not required to be the Lead Design Manager. The medullar responsibilities of the Lead Design Managers include administering the production of the design, permitting phase and liaison to support construction activities in pursue to complete projects efficiently. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Design Managers to support the Program(s).

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4.2.3. Lead Construction Manager

The resource assigned as the Lead Construction Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the CAAPPR and/or the CIAPR; active registration in the Department of State of Puerto Rico; 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.

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The Lead Construction Manager shall work together and under the direct supervision of the Senior Project Manager to control the construction phase of the projects. The Lead Construction Manager shall meet regularly with the Senior Project Manager and Design Manager to communicate trends, patterns, identifying overall construction efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving practical, feasible, cost reasonable construction means and methods; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects' schedule, especially in the construction phase, communicating, informing any project schedule deviation, impact to the Senior Project Manager and Lead Design Manager; leading, managing, assigning tasks to the construction team including field superintendents, quality assurance, safety personnel, supervisors, subcontractors, manufacturers, suppliers and others; identifying and allocating resources for the efficient progress of construction activities; owning, pursuing outstanding construction issues until resolved; promoting inter-team communication and keeping all the construction team informed; managing the staff and group leaders of the construction team; coordinating and communicating with stakeholders, designers and consultants to ensure on-time delivery of projects; leading construction tasks such as labor allocation, materials in place, coordination of trades, adherence to Program(s) approved scope of work, Task Order, construction documents, permitting documents, submittals, and applicable codes, regulations, green building standards and others; evaluating and complying with Environmental Review Record; providing and complying with the SHPO, permitting agency(ies) and other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Design Manager as the subject matter expert in the construction phase, means and methods, among others; assisting the Senior Project Manager in risk management of the construction and/or permitting process; assisting the Senior Project Manager in the evaluation of the construction team and support staff performance; assisting the Senior Project Manager controlling the budget for the construction phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard of the construction phase; coordinating the field superintendents, quality control and safety

personnel site visits and reporting to ensure adherence to project intent, quality standards, Quality Plan and Safety Plan; ensuring compliance of the projects requirements and design intent as related to the Program(s) requirements, contract and scope of work; developing and pursuing deadlines, production goals, milestone inspections and project completions; coordinating components of projects to ensure on-time delivery of Task Orders; proactively evaluating and identifying trends, patterns to manage and reduce the risks of projects; analyzing the performance, quickly adapting, resolving areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Design Manager, design, permitting, construction teams and support areas; assuming responsibility of the construction team production; promoting practical, feasible, cost reasonable construction solutions to complete applicants homes in a timely manner; promoting ethical behaviors and work ethics within the construction team; assigning, administering and controlling the abatement, demolition, construction activities; monitoring, administering, enforcing field superintendents and subcontractors performance, best practices, procedures and reporting issues; assigning field superintendents according to geographical areas, technical expertise, project complexity; determining the amount of field superintendents site visits and intervals to all construction projects; implementing, identifying and taking the corresponding actions related to AFWAM within the construction team, support staff, subcontractors and suppliers providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors; any other function required to support the success of the Program(s).

The Lead Construction Managers shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work. The responsibilities include the administration of the construction phase production, quality control and pursue project completions. To promote a higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract or until requested by PRDOH two (2) Lead Construction Managers to support the Program(s).

4.3. Organizational and Staffing Plan

Proposers shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by the Proposer or a subcontractor), profession, position, rank, and relationship of the personnel performing any Construction Management services or plan to work on the Program(s). The Proposers' organization and staffing plan shall specifically include the roles, and responsibilities of each Key Staff

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Personnel and support areas to the Program(s), their planned level of effort, anticipated duration of involvement, and on-site availability.

This includes but is not limited to the Principal, Senior Project Manager, Lead Design Manager, Lead Construction Manager, and support personnel that will be performing site visits, initial scope reports, surveys, geotechnical studies, architectural, civil, structural, mechanical, electrical design, permitting, field superintendents, quality control supervision, safety officers, customer service representative and any other staff involved in the logistics and operation of the Construction Management Firm. The organizational and staffing plan must clearly depict hierarchy, relationships and promote overall efficiency to complete applicant homes efficiently, in a timely manner and reducing unnecessary delays.

5. Deliverables and Milestones

The Proposers and those deemed as "**Qualified Proposers**" and contracted by PRDOH are responsible to complete the specific activities and task for the Program(s) as described in this document. These deliverables must be produced in a timely manner and due diligence. The PRDOH or its representatives could modify (reduce or expand) these deliverables, as required by the PRDOH goals, operational needs and/or Program(s) budget. The design deliverables for a rehabilitation (repair) Project Intent will require the deliverables commencing in Section 5 of this document. The design deliverables for a replacement model home will require three phases of design (conceptual design, design development and construction documents), described in the corresponding Sections of this document.

5.1. Design Deliverables for Replacement Model Homes

The PRDOH will require three (3) phases of design deliverables for replacement model homes, implemented under the reconstruction venue of the Program(s). The first phase of design deliverable is the Conceptual Design which will be submitted by the Proposers as part of the RFP submission package with the design of a single-story 2-bedroom and a two-story 2-bedroom model home. Upon contract execution the Construction Managers must submit the remaining model home variations conceptual design with the requirements described in the corresponding section of this document. The second phase of design deliverables is the Design Development which will be provided upon the approval of the conceptual design model home variations by PRDOH.

The third phase is the Construction Documents upon implementation of the Program(s) and an issued Task Order, (refer to Section 7 of this document). The deliverables of Phase III (Construction Documents) shall be performed by the Construction Managers during the implementation of the Program(s) and prior a Notice to Proceed.

5.1.1. Conceptual Design (Phase I)

Proposers must submit all the necessary information to clearly explain the proposed design intent. Design feasibility, cost reasonableness, ease of construction and time efficiency are highly important concepts in the Program(s). The proposed designs shall comply with the Program(s) Minimum Architectural and Design Standards (**Attachment 5** of this RFP) and the Construction Managers Selected Green Building Standard.

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5.1.1.1. Narrative

The Proposers shall submit a technical narrative for the model homes which, additionally to describing the overall design intent, set forth:

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1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality; and
11. Design strategies to promote cost reasonableness and efficiency.
12. Any necessary strategies to meet the criteria and designated budgets set forth in this Scope of Work.

5.1.1.2. Drawings

The Proposers shall provide the conceptual architectural design drawings for the proposed model homes. The model home design will be illustrated in floor plan, roof plan, four (4) elevations, and two (2) sections drawings (transversal and longitudinal sections). The drawings shall include the following minimum information:

1. Model home type;
2. Model home total square feet and its distribution amongst the different spaces;
3. Name and square feet area of each space (including but not limited to front porch, kitchen, living/dining area, bedrooms and others);
4. General and partial dimensions; and
5. Graphic scale.

A "flat lot" will be used as a hypothetical condition. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be depicted. The conceptual design drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. These drawings shall be consistent with the narrative, tridimensional color renderings and produced in standard commercial software like AutoCAD® or Revit®.

5.1.1.3. Renderings

The Proposers shall provide tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and kitchen area. The renderings shall be consistent with the narrative and drawing submission and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.1.4. Document Format

The conceptual design pamphlet shall be submitted in hardcopy in high resolution and a digital copy shall be provided in PDF format. The pamphlet shall include the narrative, drawings, and renderings in a 11x17 tabloid/landscape format. Digital files must be provided in a flash drive. The pamphlet will have the following order:

1. Cover page;
2. Design narrative;
3. Architectural drawings; and
4. Tridimensional color renderings.

5.1.1.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). Upon contract execution, the Proposers shall provide the conceptual design deliverables for the model home variations within the following timeline:

- Conceptual Design deliverables for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) To be submitted within **thirty (30) calendar days** from contract execution.
- "ADA" features and details shall be submitted as part of each model home submission.
- Upon the Program Managers and PRDOH approval of the architectural conceptual designs, the Construction Managers design team will continue with the Design Development (Phase II) deliverables.

For design and construction efficiency, the Construction Managers' AOR shall elaborate the design solutions in such a way that model homes are readily adaptable to accommodate "ADA" details and features. These shall comply and graphically depict the applicable 2010 ADA Standards for Accessible Design³.

Proposers may submit model homes (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) with the corresponding details and features ("Standard", "ADA", three (3) "façade variations" and "Stylistic Options") in a single set of documents. The corresponding "blow-up" plans, sections, elevations, and details shall be specified, differentiated, and clearly depicted.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved".

5.1.2. Design Development (Phase II)

The Construction Managers will submit a detailed, coordinated design development package of all the model homes and include the architectural, structural, mechanical, and electrical disciplines. Construction Managers must submit all the necessary information to clearly explain the proposed design intent. During this phase the Construction Managers will provide a narrative, coordinated set of drawings, technical specifications, submittals, tridimensional color renderings, detailed cost breakdown, and upon approval by the Program Managers and PRDOH each model home shall obtain the "Plano Seguro" approved by the Office of Permit Management (known in Spanish as "Oficina de Gerencia de Permisos". **OGPe**, for its Spanish acronym). The design development package must comply with the applicable codes, regulations, selected Green Building Standard and Program(s) Minimum Architectural and Design Standards.

5.1.2.1. Narrative

The technical narrative shall be provided for each of the model home and shall elaborate on the following topics:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;

³ Refer to the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".

7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality;
11. Design strategies to promote cost reasonableness and efficiency;
12. Design strategies for material use, efficiency and durability;
13. Overall design strategies and construction techniques to complete the site work with practical, feasible and cost reasonable solutions. This description shall include the design and construction of site elements such as shear walls, foundation walls, retaining walls, earthwork, grading, berms, permaculture, elevated structures, and others;
14. Innovation, design strategies, construction, and installation techniques for photovoltaic with battery storage and water storage systems; and
15. Innovation, design strategies, construction, installation techniques for septic systems, including but not limited to alternate septic systems and technologies, when required.

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5.1.2.2. Drawings

The Construction Managers shall provide a detailed and coordinated set of drawings for all the model homes. The drawings shall include the following minimum information:

- 1) Title sheet (including index of drawings, architect of record and consultants' information, stamped and sealed in each discipline);
- 2) Architectural floor plan, roof plan, reflected ceiling plan, exterior elevations (including three (3) façade variations), sections (shall illustrate interior elevations), kitchen, bathroom & laundry (blow-up plans and elevations), doors/window types, hardware, details, assemblies, and schedules. Kitchen, bathroom, laundry, paint, finish, rough-in installation, appliances, equipment schedule and notes. The information requested in Section 5.1.1.2. of this document shall be included (model home type, total square feet, name, and square feet area of each space, general, partial dimensions, and a graphic scale);
- 3) Architectural drawings of the "ADA" details and features must graphically depict the applicable 2010 ADA Standards for Accessible Design. Particular attention shall be provided to accessibility features including but not limited to turning spaces, clear spaces, clear floor, ground space, maneuvering clearance (forward and parallel approach, toe/knee clearance, protruding objects, unobstructed forward/high forward/side reach clear width of doorways and overall accessibility in kitchen, laundry, and bathroom areas, among others.

- 4) Structural foundation plan, roof structural plan, sections, assembly details, and notes;
- 5) Plumbing layout floor plan, roof drainage plan, water and sanitary isometrics, general notes, details, schedules, solar water heater and water storage system installation details, control/gate valve details, cleanout details, clothes washing machine box details, dryer exhaust details, gas tank detail, and water storage systems and notes; and
- 6) Electrical floor plan, reflected ceiling electrical plan, service drop, photovoltaic with battery storage system installation details, one-line diagram(s), electrical panel schedule, luminaire schedule, notes, telephone & data line diagram, smoke and carbon monoxide detectors line diagram.

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A "flat lot" will be used as a hypothetical condition for the elaboration of design Phases I, & II. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be graphically depicted. The design development drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. Refer to Section 14.8 of this document and the Minimum Architectural and Design Standards for photovoltaic system with battery storage and water storage systems requirements. The design development phase may be submitted with these systems depicted and noted "pending site-specific information".

The design development drawings shall be submitted in 24x36 tabloid/landscape format, (dimensions and the notes scaled accordingly). The hardcopy illustrations must be in high resolution and a digital copy of the drawings will be required in PDF and DWG format. These drawings shall be consistent with the narrative, tridimensional color renderings, technical specifications, submittals, detailed cost breakdown and produced in standard commercial software like AutoCAD® or Revit®.

5.1.2.3. Technical specification

The technical specifications of all the model homes are required. These specifications will describe as minimum the general requirements, project coordination, reference standards, materials and equipment, product substitutions, project closeout, project record drawings, site work (place holder upon a Task Order), concrete, unit masonry, metals, woods and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, special construction (if applicable), plumbing, electrical and any other applicable divisions. The technical specifications shall be provided in an 8.5x11 letter format in PDF and Word® .doc file as per MasterSpec® divisions.

5.1.2.4. Submittals

The project submittal package for materials, products and equipment incorporated into the model homes shall be provided as standard procedure, efficiency, and accuracy of projects. The Lead Design Manager, Lead Construction Manager and the corresponding design professionals shall evaluate and approve the proposed submittals that will become part of the stamped and sealed construction documents. The submittal package shall summarize and streamline the administrative work, provide visibility, and serve as a tool for Program(s) inspections.

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The model home submittals shall include the cut sheets that identify the manufacturers, specifications and model number, shop drawings with dimensions of such products (i.e. windows, doors, hardware, tiles, paint, finishes, photovoltaic system, water storage system, solar water heater, appliances, and others). The Construction Managers submittal package will enable an accurate budget, purchase, and lead time for the work and project completion. The project submittals shall be provided in an 8.5x11 letter format in PDF and Word® .doc file.

5.1.2.5. Renderings

The Construction Managers shall provide color tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and one (1) interior perspective of the kitchen area. The renderings shall be consistent with the narrative and drawing submission, provided in 11x17 tabloid/landscape format, and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.2.6. Detailed Cost Estimate

The detailed cost estimate shall be submitted for each model home and must be itemized, including all trades, components, and sufficiently detailed for the PRDOH to perform a cost reasonableness analysis. The detailed cost estimate shall include the material, equipment, and labor cost of each component to be incorporated into the work. The detailed cost estimate shall be developed by the Construction Managers and submitted in a Program(s) template, distributed upon contract execution. The document shall be provided in an 8.5x11 letter format both in PDF and XLSX files.

5.1.2.7. Permits and Endorsement

Upon approval of the design development deliverables, the Construction Managers shall submit, pay, secure, and obtain the OGPe "Plano Seguro" approval for all the model homes as per the corresponding agency(ies) requirements. The Construction Managers

may file a single permit for each model home which includes all the model home variations.

5.1.2.8. Documents Format

The design development drawings shall be provided in physical copies and digital files as described in Section 5.1.2.2. of this document. The design narrative, technical specifications, list of submittals, tridimensional color renderings, detailed cost breakdown and OGPe approved "Plano Seguro" shall be submitted as indicated in the corresponding Sections of this document. Digital files shall be provided in a flash drive and/or web-based platform as requested by the Program(s).

5.1.2.9. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). The model home design development deliverables shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings, and detailed cost breakdown. The Construction Managers will be responsible for completing the design development deliverables in the following timeline:

- Design Development deliverables for all model homes (single- and two-story) to be submitted within **ninety (90) calendar days** from the "approval" of the Conceptual Design model homes. The order and timeline of submissions will be the following:
 - **First Package:** within **thirty (30) calendar days** of the conceptual design approval: 1 Level & 2 Level - **2 Bedroom** model homes:
 - **Second Package:** within **sixty (60) calendar days** of the conceptual design approval: 1 Level & 2 Level - **3 Bedroom** model homes.
 - **Third Package:** within **ninety (90) calendar days** of the conceptual design approval: 1 Level & 2 Level - **4 Bedroom** model homes.
- **OGPe "Plano Seguro" permit filing:** to be filed within **fourteen (14) calendar days** from the approval of each model home. The filing evidence shall be submitted to the Program(s) as part of this deliverable.
- **OGPe Approved "Plano Seguro":** The approved permit package shall be submitted to the PRDOH and/or its representatives physically and/or in PDF format.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved". This phase will conclude with the Program(s) approved model

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homes which may be built during Program(s) implementation, an issued Task Order and subsequently a Notice to Proceed.

6. Project Existing Conditions

As the Program(s) experts in design, technical evaluations, studies, permitting and construction, the Construction Managers will perform a property assessment (scope site walk) to validate, confirm the Project Intent and develop an initial scope of work (initial scope report) consistent with the Program(s) eligible activities.

6.1. Scope Site Walk and Initial Scope of Work

The Construction Managers will be responsible to conduct a scope site walk in all the properties upon case assignments. The Construction Managers personnel must assess the property accessibility, availability (or lack) of electrical, potable, and sanitary water infrastructure, lot potential, restrictions, limitations, proximity to bodies of water, natural resources, geological formations, or any other relevant information that may limit the proposed activity, including but not limited to evidence of soil erosion, landslide, flood, extreme slopes, and others. In the case that a replacement home is required, the Construction Managers shall confirm and validate if the corresponding model home construction is feasible. In the case of a rehabilitation (either repair or retrofit), the Construction Managers team shall confirm and validate if the proposed activity is practical, feasible and cost reasonable.

The outcome of this activity is to confirm and validate the Initial Project Intent as identified by the Program Managers, develop an initial scope of work for the Program(s) evaluation. The Construction Managers shall be responsible for completing these activities within **ten (10) calendar days** from the date on which a case is assigned. Once the Program Manager and Construction Manager agree to the Initial Project Intent and scope of work, the Program(s) will notify the applicant. Upon applicant acceptance, a Task Order will be issued to the Construction Manager to continue with the Pre-Construction deliverables.

6.2. Task Order & Pre-Construction Deliverables

Upon an issued Task Order, the Construction Managers will diligently engage its organization to commence and complete the site survey, technical studies, tests, reports, architectural, civil, structural, mechanical, electrical design, and any other activity required for the project design, permitting process and complete these activities with due diligence, efficiently and in a timely manner.

The Construction Managers are responsible for completing the environmental testing of asbestos containing materials, lead-based paint testing and reports:

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6.2.1. Environmental Testing

The Construction Managers will perform an inspection and risk assessment for asbestos, lead-based paint, and materials in accordance with federal and state regulatory standards. The personnel and laboratories that will perform the assessments, tests, reviews, and reports must possess all certifications required by the U.S. Environmental Protection Agency (EPA), Department of Natural and Environmental Resources (DRNA, for its Spanish acronym), HUD, Program(s) policy, federal and Puerto Rico's Environmental Laws and regulations.

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6.2.2. Asbestos Survey, Testing and Report

Exposure to asbestos increases risk of developing lung disease. 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 building materials (roofing shingles, ceiling and floor tiles, paper products, and asbestos cement products), these fibers may be released into the air by the disturbance of such materials in demolition work, building or home maintenance, repair, and others. The Construction Manager is expected to be fully familiar with Puerto Rico's regulations, and federal regulations which include but is not limited to 40 CFR Part 763 (Asbestos Containing Materials in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Construction Managers personnel that will be performing the surveys, testing, reviews, and reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

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6.2.3. Lead-Based Paint Inspection, Risk Assessment Testing and Report

Federally funded programs, such as CDBG-DR and CDBG-MIT, may impact residential structures built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead from dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The Program(s) must comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments under the Program(s) will be prepared by the Construction Managers. All the lead-based paint and material testing will be performed by an EPA Certified Lead-Based Paint Activities Firm utilizing an EPA Certified Lead Based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Construction Managers personnel that will be performing the surveys, testing, reviews, and

reports must possess all certifications required by DRNA. Upon a Task Order being issued, the corresponding reports shall be furnished within **twenty-one (21) calendar days**.

The pre-construction technical reports and information will be used to further define the project design intent and elaborate the Construction Documents as described in the following Sections of this document.

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7. Construction Documents (Phase III)

This phase of design will be performed upon a Program(s) issued Task Order. For repair works this is the only design submission required. For construction projects a complete, coordinated set of construction drawings and technical specifications will be required. The construction documents will include all the necessary information for the site-specific design. The construction documents shall provide all the technical information to expedite the permitting, construction process, and reduce unnecessary delays, risks, errors, and omissions.

The construction documents must be consistent with the Program(s) approved scope of work, Task Order, Scope Changes, reasonable accommodation requests, technical specifications, submittals, compliant with the Environmental Review Record, Green Building Initiatives and Checklist (HUD CPD Green Building Retrofit Checklist or Selected Green Building Standards), Minimum Architectural Design Standards, and related regulatory agency requirements, and others. When a replacement home is to be constructed, homeowners will have stylistic options to select during the grant award meeting:

1. Façade variations;
2. Exterior doors style;
3. Exterior windows style;
4. Exterior paint color scheme;
5. Kitchen cabinets and countertop finish/color scheme;
6. Bathroom vanity countertop finish/color scheme;
7. Floor tile options; and
8. Any other optional component that has no impact on costs.

The homeowners selected stylistic options shall be included in the grant award package, construction documents and the PRDOH Grant Management System of Record.

7.1. Drawings

The construction drawings developed during this phase of design will become the part of the Construction Documents. A complete and coordinated set of drawings shall include all the information required to perform construction works, while reducing the amount of additional information, supplementary drawings being requested by the construction team. This includes but is not limited to site survey, existing site conditions, demolition plan, proposed site plan, grading and drainage plan (with spot/control elevations and finish floor elevations, existing and proposed site profiles/sections, erosion and sedimentation control plan, site design features such as retaining walls, berms, soil bioengineered walls, infrastructure design such as potable water, wastewater system electrical, details and notes. The construction drawings shall include the OGPe approved "Plano Seguro" and clearly depict and specify the homeowners selected stylistic options.

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These construction drawings shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. These drawings should be produced in standard commercial software like AutoCAD® or Revit® and include all the information required to complete the works, obtain, and secure the construction permit and reduce the quantity of supplementary drawings, sheet revisions and internal request for clarifications.

7.2. Technical specification

The Construction Managers shall edit and complete the technical specifications approved under the Design Development Phase according to the project existing conditions and proposed design. The technical specifications shall be consistent with the Program(s) approved scope of work, Task Order, and construction drawings. These specifications shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. The technical specifications should be produced in standard commercial software like MasterSpec®.

7.3. Document Format

The construction drawings shall be elaborated in 24x36 tabloid/landscape format with the following order: title sheet, key legend and notes, site survey, demolition plan, civil plans, architectural plans, structural, plumbing, mechanical, electrical. These must include all the necessary information as required by the applicable agency(ies). The construction drawings will be presented in a Program(s) drawing template for consistency purposes.

7.4. Permits and Endorsement

The Construction Managers shall elaborate a correct and complete permit package and include all the necessary information to reduce the probability of agency(ies) request of additional information. The Construction Managers are responsible to obtain and secure the construction permits, endorsements as required by the OGP, Autonomous Municipalities, and regulatory agencies. The Construction Managers will submit all the necessary information, documents and pay all filing fees pursuant to the abatement and construction permits. In those cases that a project might require variances from the permitting agency(ies) for the project to remain as a replacement (reconstruction) project, these may be pursued by the Construction Managers AOR and design team to reduce the number of unnecessary relocations, provide Program(s) applicants with the opportunity to remain in their properties. Variance request to the permitting agency(ies) shall be performed as part of the Construction Managers design, permitting deliverables. The Construction Managers design team shall perform due diligence, fiduciary duty, perform the contracted services in benefit to the Program(s) applicants and according to the applicable agency(ies) processes and requirements.

For replacement (reconstruction) projects, the Construction Manager shall submit all the Task Order corresponding information of the final scope (includes any necessary change orders), cost, and time impact, (when applicable) prior the completion of a structure pay point, (milestone). Upon the approval of the structure pay point (milestone), the Construction Manager shall commence the process to obtain and secure the Occupancy Permit.

7.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s), therefore design, construction documents and permitting activities shall be completed in the least amount of time possible, as the "Average Build Time" will be one of the metrics, milestones, and performance, as described in Section 8 of this document.

7.6. Design & Permitting Packages Deliverables for R3, BRR, and SF-MIT Programs

The Construction Managers shall provide a correct, complete permitting package to avoid unnecessary delays to obtain a construction permit.

- Once a Task Order is issued, the Construction Manager is responsible to file the construction permit to the corresponding agency(ies) within **forty-five (45) calendar days**.

Exceptions on a case-by-case basis according to the project complexity or permitting process.

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7.7. Construction Deliverables for R3, BRR, and SF-MIT

7.7.1. Rehabilitation (Repair) Work: All work under a repair project intent, (including a structural retrofit when required) must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). When required, the Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to the homeowner move-in to the rehabilitated home.

7.7.2. Replacement Home Construction Work (Reconstruction): All work under reconstruction Project Intent must be completed by Construction Managers within **one hundred and eighty (180) calendar days**. This period will begin counting upon the Program(s) issuance of a Notice to Proceed and will be considered as completed on the date at which Contractor submits the request of a Substantial/Finishes Milestone Inspection which later passes the inspection performed by the Program(s). The Construction Managers shall acquire the Occupancy Permit ("Permiso de Uso") prior to homeowner move-in to the replacement home.

7.8. Abatement-Specific Work for R3 Relocation Awards, CEWRI-HEWRI and/or CEWRI-IP

7.8.1. Abatement under R3 Relocation Award: All work under an abatement Task Order issued for the R3 Relocation award must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin counting upon the Program issuance of a Task Order and will be considered as completed on the date at which Contractor submits documentation evidencing that all abatement work has been completed (including preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, and clearance; but not including abatement permit closeout) to the Program.

7.8.2. Abatement Work under CEWRI-HEWRI and/or CEWRI-IP: All work under an abatement Task Order issued for a CEWRI-HEWRI and/or CEWRI-IP Application must be completed by Construction Managers within **sixty (60) calendar days**. This period will begin counting upon the Program(s) issuance of a Task Order and will be considered as completed on the date at which Contractor submits

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documentation evidencing that all abatement work has been completed (including coordination of impacted areas with Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, and clearance; but not including abatement permit closeout) to the Program.

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Repair, reconstruction, and abatement work construction deliverable Period of Performance (**POP**) are subject to liquidated damages. Only valid situations that warrant a time extension shall be submitted for Program Managers evaluation, as per Program(s) policy. Approved time extensions are non-compensable excusable delays.

8. Metrics, Milestones, and Performance

As a performance-based contract, the Program Managers, PRDOH and/or its representatives will actively evaluate the Construction Managers performance and responsiveness. Repeated failures or "under performance" may result in limited future case assignments, probatory period, corrective plan, stop work, re-assignment of cases and/or projects, when required. Construction Managers will be evaluated during the life of the Contract for:

- 8.1.1. Workmanship:** To be quantified by examining the ratio of total failed Milestone Inspections. The Construction Managers with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections. Performance may trend upward or downward over a given period;
- 8.1.2. Average Design & Permitting Time:** Calculated as a measure of the total number of days from a Task Order being issued to the Contractor having filed a request for Construction Permit with OGPe;
- 8.1.3. Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed to the date that a Substantial/Finishes Milestone Inspection with a pass result was requested by the Construction Manager. The Construction Manager with the lowest average build time is assigned a higher weighted factor;
- 8.1.4. Work in Progress:** A measure of the amount of work the 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 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 Construction Manager;

8.1.5. 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 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 Program.

9. Compliance of Work with Federal Laws

9.1. Minimum Construction Labor Wage Rates

Construction Manager and subcontractors pay their construction labor force a minimum wage rate of \$15.00 per hour; in alignment with the current R3 Program Construction Managers' contracts.

9.2. Fair Labor Act

All work performed for the 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.

9.3. Davis-Bacon Act & Related Acts

All work performed for the 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, when applicable⁴.

10. 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 and regulations. The Program(s) Environmental Reviews of the at a site-specific level will be prepared by Program Managers retained by the PRDOH. An environmental review process will be required for all awards to be issued under the Program(s) to ensure that the proposed activities do not negatively impact the surrounding environment, mitigate an adverse effect on historical zones, districts, properties, archeological heritage and environmental or health effect on end users.

⁴ While the Davis Bacon Act may not be triggered, contractors are responsible for compliance with the applicable related acts. See form HUD 4010 for more information. <https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf>

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The Program(s) will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all projects shall have an Environmental Review Record (**ERR**). The ERR for the projects will set forth (a) the existence of adverse effect and/or negative impacts on a site, (b) the means to mitigate adverse effect and/or negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if it becomes the most prudent action to take. The Construction Managers will be responsible for evaluating the ERR information, requirements, and implementing any means to mitigate negative environmental impacts for projects, including historical and archeological adverse effects, and any other action required for environmental compliance.

10.1. Asbestos Survey Report and Abatement

An asbestos survey report is used to locate and describe asbestos-containing materials in a structure. The Program(s) will conduct comprehensive building asbestos surveys, testing and results in the assessment of properties. The asbestos survey reports of the Program(s) will be prepared by the Construction Managers' representatives. If any abatement measures are needed, Construction Managers will be responsible to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

10.2. Lead Hazard Risk Assessments and Abatement

Lead hazard risk assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint and material hazards accompanied by a report explaining the results and options for reducing lead-based material hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the Program(s) 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 to file, obtain the corresponding permits, implement such measures and obtain environmental clearance in accordance with any federal, state, and local requirements for such works. The abatement activities may be performed by the Construction Managers upon a Program(s) Notice to Proceed, (refer to Section 6.2.1, 6.2.2. & 6.2.3. of this document).

11. Program's Unit Pricelist

The Program(s) requires standardization of unit costs, as this may provide and:

- Is set forth to provide the Program(s) a reasonable cost;
- Facilitates communication and provides consistency among the Program Managers, Construction Managers, PRDOH and its representatives;
- Assures applicants are treated equally in the grant award determination process;
- Encourages fair and balanced treatment to applicants;
- Promotes efficiency and production in a high volume and time efficient environment;
- Creates an optimization-based process to reduce administrative burden; and
- Optimizes the development, evaluation and approval of scopes of work, Task Orders and applications for payment for Construction Managers.

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The Program(s) will make use of Xactware's Pricing Lists as the main source for pricing of construction works. Xactware 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, industry professionals as they research and report on average market price for price list items. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on. Xactware's Pricing Lists have been used in other implementations of CDBG Programs in the United States, including Puerto Rico and is accepted by HUD as of source to provide reasonable cost.

Xactware's Pricing Lists ensures that the cost for work performed under the Program(s) maintains itself within reasonable cost levels for the duration of the Program(s). Initially, the Program(s) will make use of the Xactware Pricing List **PRSJ_JUN22** for Puerto Rico and for the month of June 2022 with a Carrier Profile. Xactware's Pricing List to be used by the Program(s) will be updated by semester, at the beginning of the calendar year and at the beginning of each State Fiscal Year to the most recent up to pricing list published by Xactware. This allows for pricing within the Program(s) to become fixed for **six (6) months** terms to facilitate Program(s) 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(s) Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to Program(s) implementation.

Xactware'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 Xactware's Pricing Lists may not hold every item of work required by the Program(s), the PRDOH reserves the right to include additional items of work and their reasonable cost as part of Program(s) 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(s) issued documents whenever necessary. Xactware'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 the HUD CPD Green Building Retrofit Checklist, Selected Green Building Standards and the Minimum Architectural and Design Standards included as **Attachment 5** of the RFP.

11.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the Program(s). Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of any direct expenses (job overhead) such as:

- Cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space;
- Project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and field superintendents, quality inspectors, among other employed on-site staff;
- Equipment, tools, scaffolding, personal protective equipment;
- Temporary facilities such as on-site offices, and other temporary structures like tool sheds, on-site container storage, bathroom portable pods, temporary barricades, soil and erosion control plan & execution, temporary railing, ramps, walls, and protection;
- Cost and payment of temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees;
- Cost for drinking water for on-site staff and workers including cups and maintenance;
- Project photographs and signage;
- Surveying and project staking;
- Site cleanup, both daily and final;
- Testing, inspection required including pumping, soil testing, and material testing.

Overhead is also inclusive of indirect expenses (general overhead) such as:

- Salaries, benefits of employees and personnel like, principal, key staff personnel, executives, administrative personnel, purchasing staff, estimators, bookkeepers, and anyone else working on the central offices and not directly employed on a specific project;

- Any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes;
- Any physical property including vehicles and associated cost;
- Costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; 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.

11.2. Profit

Profit for Program Unit Price List Items will also be standardized under the Program(s). Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

12. 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 support the service provided and billed.

The official list of supporting documents for invoices will be established in the Program(s) procedures. PRDOH reserves the right to review the correctness of invoices and perform audits. The Construction Managers must consider that one or more of the documents presented in the payment request will required signatures, notarization, or official certifications from one or more entities within the Construction Managers organization.

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The Construction Managers shall submit invoices for services performed and approved by the Program(s) or its representatives. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH. Construction Managers will be able to invoice once or twice per month; according to the PRDOH's established procedures.

Each assigned home will have pay points dependent on the type of work assigned to the Construction Managers. General pay points for work are as follows:

- **Repair Works:** Only a single pay point will be allowed for repair works under the Program(s). Invoices for repair works will be submitted by the Construction Managers once all repair work is completed and accepted by the Program(s). Retainage of 10% will be applied to the repair award invoices in cases where the Construction Manager is unable to obtain a No-Debt Certification on Taxes from the applicable Municipality. Such amount will be retained until such time when a No-Debt Certification on Taxes is provided to PRDOH for each specific Application.
- **Reconstruction Work:** 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).
- **R3 Relocation Property Lead Abatement Work:** Only a single pay point will be allowed for lead abatement and/or mitigation work under the R3 Relocation replacement property. Invoice for abatement work will be submitted by the Construction Managers once all abatement work has been completed, including, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission to the Program. Retainage of 10% will be applied to the abatement invoices in cases where the Construction Manager invoices for the work but has yet to obtain the abatement permit closeout from the corresponding Regulatory Agency. Such amount will be retained until such time when abatement permit closeout documentation is provided to PRDOH for each specific Application.

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- **CEWRI-HEWRI and/or CEWRI-IP Lead Abatement Work:** Only a single pay point will be allowed for lead abatement and/or mitigation work under the CEWRI-HEWRI and/or CEWRI-IP Subprograms. Invoice for abatement work will be submitted by the Construction Managers once all abatement work has been completed, including coordination of impacted areas with Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission to the Program(s). Retainage of 10% will be applied to the abatement invoices in cases where the Construction Manager invoices for the work but has yet to obtain the abatement permit closeout from the corresponding Regulatory Agency. Such amount will be retained until such time when abatement permit closeout documentation is provided to PRDOH for each specific Application.

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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(s). The Construction Managers will provide the invoice package to the Program Managers and PRDOH's representatives for evaluation. Invoices must be correct, complete, and certified by the Construction Managers authorized representatives. Upon receipt of an invoice recommended for payment, 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. Construction Managers will be paid on a Task Order basis. No payments will be issued by the PRDOH for the development of the model home Conceptual Design and Design Development Phases. The PRDOH will pay for design as it applies to an issued Task Order Construction Documents deliverables.

12.1. Payment when an Applicant Withdraws after a Task Order is Issued

If the Contractor is issued a Task Order to begin design and permitting work on an application and, thereafter, the Applicant decides to withdraw from the Program before construction begins, the Contractor will be compensated by PRDOH in an amount that represents the work completed up to the withdrawal date of the Applicant. The procedure to determine the amounts to be disbursed to Contractor under these scenarios will be set forth by PRDOH in the Program(s) policies and procedures.

13. Code Compliance

The current International Building Code® (**IBC Codes**) establishes minimum requirements for building systems using prescriptive and performance-related provisions. The IBC Codes are fully compatible with all the International Codes® (**I-Codes**) published by the International Code Council (**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 (PRBC)*, as amended from the IBC Code;
2. *Puerto Rico Residential Code (PRRC)*, as amended from the International Residential Code® (*IRC*);
3. *Puerto Rico Mechanical Code (PRMC)*, as amended from the International Mechanical Code® (*IMC*);
4. *Puerto Rico Plumbing Code (PRPC)*, as amended from the International Plumbing Code® (*IPC*);
5. *Puerto Rico Fire Code (PRFC)*, as amended from the International Fire Code (*IFC*);
6. *Puerto Rico Fuel Gas Code (PRFGC)*, as amended from the International Fuel Gas Code® (*IFGC*);
7. *Puerto Rico Energy Conservation Code (PRECC)*, as amended from the International Energy Conservation Code® (*IECC*);
8. *Puerto Rico Existing Building Code (PREBC)*, as amended from the International Existing Building Code® (*IEBC*); and
9. *Puerto Rico Private Sewage Disposal Code (PRPSDC)*, as amended from the International Private Sewage Disposal Code® (*IPSD*)

All work performed by 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")*, or its equivalent regulation in place;
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 (ADA) Standards for Accessible Design (when required)*

14. Tasks

The Program(s) require a highly organized, strategical operation, control of scattered project sites for the successful and timely completion of projects. The cases may be

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grouped and assigned in the corresponding regions to assist applicants in all the municipalities of Puerto Rico. The following are the tasks the PRDOH expects Construction Managers to perform with due diligence, fiduciary duty, professionalism, and adhering to the highest standards.

14.1. Task 01: Construction Management/Administration

The Construction Managers organization must have the technical knowledge, expertise, and resources to perform as an integrated design-build Construction Management firm with the capacity to complete high volume of work in a timely manner.

14.1.1. Duties and Responsibilities

- Ensuring compliance with local and federal regulations, including codes, permit and environmental laws;
- Complying with Environmental Review Record;
- Complying with green building initiatives/checklists;
- Standardizing the design processes, while reducing the administrative burden to the Program(s) and its representatives;
- Providing practical, feasible, and cost reasonable design solutions to common, unforeseen conditions and reduce contract modifications;
- Providing a coordinated, complete set of construction documents to complete the construction activity in a timely manner and reduce unnecessary delays;
- Reducing the amount of Scope Changes and time extensions to complete projects diligently;
- Performing project completions in a timely manner, within budget;
- Organizing, administering, and controlling the Construction Managers team, personnel, support staff, subcontractors, and field activity;
- Administering, monitoring, and controlling the production of scoping site walks, scope development, technical studies, reports, construction documents, permitting process, abatement, demolition, and construction activities while reducing the amount of Scope Changes.
- Identifying areas of opportunity to increase the production of work and reduce the time of project completions;
- Standardizing document controls to improve the quality of documentation, construction;
- Implementing and promoting overall efficiency; and
- Standardizing and expediting the close-out process of the projects.

14.1.2. Document Control and Information Technology

The Construction Managers shall engage in the use of software, programs, and web-based technologies for document control as an ancillary requirement to operate and

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interact with the Program(s). No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided. The Selected Proposers must expect the use 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;
- Web based collaboration and work management platform, like Smartsheet;
- Computer Aid Design (CAD) software, like AutoCAD, MicroStation or Revit;
- Geographic Information Systems (GIS), like Geosoft or ArcGIS;
- Scanners for drawings and documents with Optical Character Recognition (OCR) capacity;
- Estimating database and software, like Gordian RSMeans and Xactimate; and
- PRDOH Grant Management System of Record software, (to be provided).

14.1.3. Occupational Safety and Health

The Construction Managers must comply with federal, state, or local labor laws and those related to the occupational safety, health and wellbeing of the employees, subcontractors, and stakeholders of the Construction Managers organization. Construction Managers will prepare, update, from time to time, implement and administer the Construction Managers Safety Plan. The Construction Managers will have the qualified safety personnel to train, ensure and reduce the risk of accidents, injury, or incidents. The Construction Managers 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 site visits or meetings at the projects.

The Safety Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

14.1.4. Quality Control and Quality Assurance

The Construction Managers must comply with the highest quality standards and tolerances for the residential construction industry. These quality standards will be included in the Construction Managers Quality Plan and will serve as guidance for the implementation, completion, and supervision of work.

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The Quality Plan will be evaluated by the Program Managers and may serve as one of the guiding documents of field work and the Designated Inspectors inspections. The Quality Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

A quality control, assurance procedure, testing, and reporting will be developed by the Construction Managers design team as part of the Technical Specifications of each project, (refer to Section 7.2 of this document).

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14.1.5. Solid Waste Management Plan

The Program(s) sponsored demolition and construction activities shall comply with the requirements set forth in the Scope of Work, applicable laws and regulations for solid waste management of nonhazardous materials. The Construction Managers must comply with the DRNA requirements to segregate, classify, store and transport demolition, construction and organic materials to reuse, recycle, reduce solid waste and landfill disposal. The DRNA Reuse, Reduce and Recycle Plan for Construction Projects, Quarterly Report and closing documents shall be performed as required by the agency and/or Program(s) requirements.

The Construction Managers shall implement feasible and environmentally conscious strategies that result in quantifiable solid waste reduction and a minimum diversion rate of fifty percent (50%) for Program(s) sponsored activities. A Solid Waste Management Plan with specific strategies to reuse, reduce, recycle solid waste shall delineate a detailed plan to reduce landfill disposal. The detailed plan must describe the applicable activities, material type, diversion percentages, monitoring process and reporting of this goal.

The Solid Waste Management Plan shall be provided to the Program(s) within **thirty (30) calendar days** of contract execution.

14.1.6. Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into repair and reconstruction projects to increase a structure's ability to withstand adverse weather and changing climate conditions. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and durable materials may be specified. The resilience standard may be achieved by providing photovoltaic with battery storage and water storage systems which may reduce and mitigate the loss of life and property.

14.1.7. Green Building Standard

The Program(s) construction activities must comply with the Green Building Standards as described in Federal Registers 83 FR 5844, 84 FR 4836, and as per Program(s) requirements. All repair and reconstruction homes shall be designed to incorporate resiliency, sustainability principles, efficient use of energy, water, and green building standards.

14.1.7.1. Green Standards for Repairs Work

The Construction Managers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

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

14.1.7.2. Green Standards for Replacement Home Construction (Reconstructions)

The Construction Managers shall identify which Green Building Standard(s), they will use for the replacement home construction and must comply with at least one of the standards set forth:

- ENERGY STAR Certified Homes (version 3, latest revision. program requirements-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.

A certification under one of these Green Building Standard is a program requirement as part of project closeout and final payment. Due to the above, the PRDOH encourages to make use of a Green Building Standard that ensures completed homes can be

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certified at the time construction is completed. At any time during the contract, with the evaluation of the Program Managers and consent of the PRDOH, Construction Manager may change the Green Building Standard to be used for homes on which a Task Order has not been issued.

14.1.8. Public Relations

The Construction Managers are expected to cooperate with Program's public relation efforts and facilitate dissemination of information, upon request. To achieve these goals, the Construction Managers will provide data and information related to the Program(s) production, performance and completed projects. The Construction Managers will direct any communication requests through the PRDOH and its representatives. The Proposers are not authorized to distribute any of the Program(s) documents, data, confidential materials, or sensitive information, unless a written authorization is provided by PRDOH.

It is recommended that Construction Managers document the completed work in good quality and resolution which may be used by the PRDOH for communication purposes, Program(s) achievements and accomplishments. These shall be readily available and be provided to the Program(s), when requested.

14.1.9. Program Coordination

The Construction Managers will be responsible to collaborate in harmony with the other entities and in the Program(s) best interest. Other Program(s) entities and stakeholders include but is not limited to:

- **PRDOH:** The Puerto Rico Department of Housing is the recipient and grantee of the Community Development Block Grant for Disaster Recovery (**DR**) and the Community Development Block Grant for Mitigation (**MIT**) funds. This public entity is called the "Owner" of the Program(s);
- **Program Managers:** responsible for management of the tasks performed by the PRDOH's other contractors and consultants. This entity will provide services to the PRDOH that include, but is not limited to, program administration, project, and case management, operational support, construction compliance, statutory compliance; document control, accounting and reporting for the PRDOH. This entity will provide services to the PRDOH in support of the Program(s) compliance, efficiency, production, and success; and
- **Cost Estimators:** responsible for estimating services construction and non-construction activities under the CDBG-DR and CDBG-MIT Programs. This entity will provide services to the PRDOH, that could include but not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost reasonable analysis.

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Construction Managers may have to engage and collaborate with additional stakeholders through the life of the Program(s).

14.2. Task 02: Architectural and Engineering Design

The Construction Managers 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 regulate the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of work 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. These licenses, permits, authorizations, consents, and approvals are to be valid, in full force and effect from the date of submission of a Proposal and for the duration of the contract. Construction Managers will ensure that architectural and engineering design is performed by qualified professionals with the education, training, knowledge, experience, technical expertise, and valid license to provide these services as required by the applicable laws.

14.2.1. Objectives

- Sustainable design;
- Energy efficiency and water conservation;
- Resilience housing;
- Mitigate risk of loss of life and property;
- Universal design concepts;
- Safer conditions for homeowners and household;
- Healthier residents and communities; and
- Reasonable Accommodations, when applicable.

14.2.2. General Design Requirements:

For consistency purposes, all written means of communications, (electronic or otherwise), emails, request for information, questions, responses, construction documents, submittals, and others shall be in English. Meetings may be carried out in Spanish or English (depending on the participants). All design and construction work under the contract

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must comply with the Minimum Architectural and Design Standards set forth in **Attachment 5** to the RFP.

14.2.3. Specific Requirements:

All necessary engineer or architectural technical studies, surveys, research, data, analysis, and model home design adaptations required for the completion of the designs will be included in the costs of the soft costs. These ancillary costs may include but limited to site surveys, soil geotechnical studies, percolation tests, tree inventory, hydrology & hydraulic study, and others;

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- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$165,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$185,000.00;
- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$195,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$235,000.00;
- The maximum construction / hard cost for a 2-bedroom single-story home ("Compact" and "Narrow" lot versions) shall not exceed \$140,000.00;

The Maximum Hard Costs include the construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work, Selected Green Building Standard, Minimum Design and Architectural Standards, and applicable codes including costs associated to the structure, its components, finishes, and the cost of one (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. The Replacement Home Maximum Hard Costs include the construction of the following site improvements and infrastructure:

- Construction of 200 square feet carport pad (no roof);
- Construction of 180 square feet driveway to the home's carport pad;
- Construction of 50 square feet of walkway to the balcony/main entrance;
- 75 feet connection length for power to existing utilities;
- 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location;

- 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); and
- Softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) as specified in Table 1, Item 21 of the Minimum Architectural and Design Standards.

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The operational costs, overhead costs, profit associated to the construction of the Replacement Home and cost of other related activities are included in the model homes Maximum Hard Costs and exclude any earthwork (cut, fill, and other related activities) additional to the (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. Additional earthwork as per the project geotechnical report will be compensated to the Construction Managers using the Program Unit Price List. This includes but is not limited to utilities extension, driveway, walkway and softscape.

When abatement and/or demolition work is required in the existing property to perform repair or replacement home construction work, the reasonable cost will be compensated to the Construction Managers using the Program Unit Price List.

Homes to be built on a historic zones or districts, listed in the National Park Service (**NPS**) National Register of Historical Places, or deemed as with potential historical value shall provide, conform, and secure the endorsement or approval of the federal and local cultural and preservation offices (**ICP** for its Spanish acronym). When required, the design of model homes may require reasonable adaptations to accommodate SHPO or ICP requirements. The Secretary of the Interior's Standards for Rehabilitation may be applied in a reasonable manner, taking into consideration technical feasibility and reasonable cost.

14.2.4. Repair Work

The Construction Managers will design the repair work (including retrofit, when applicable) of existing non-substantially damaged homes. Designers are expected to provide practical, feasible design and cost reasonable solutions. When needed, reasonable accommodations and modifications may be provided upon Program(s) validation of such request and as per Program(s) policy. The repair work design will be evaluated by the Program Managers prior to its execution.

14.2.5. Reconstruction

Reconstructed homes aim to make its use at little to no extra operational cost to homeowners. The Construction Managers must aim to build durable, resilient, and efficient housing units that maintain livable conditions in the event of extended loss of power or water. When needed, due to applicant reasonable accommodation

requirements, the "ADA" version may be provided upon Program(s) validation of such request. The reconstruction work design will be evaluated by the Program Managers prior to its execution.

14.2.6. Minimum Area Requirements

As first option the Program(s) will provide a one (1) level model home. In those cases that a property lot area, dimensions, or restrictions require a model home with a reduced area, a two (2) level model home may be provided. Table - 1 depicts the minimum space and total area of two (2), three (3) and four (4) bedroom model homes.

Table -1 Minimum Area Requirements - (1 Level & 2 Level)

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.

14.2.7. Minimum Area Requirements ("Compact Lot" and "Narrow Lot" Versions)

In those cases that a one (1) level or two (2) level model homes are not feasible to be built a "Compact Lot" or "Narrow Lot" version may be provided. Table - 2 depicts the minimum space and total area of "Compact Lot" and "Narrow Lot" homes. In general terms, the overall design solutions of these model homes will differ in proportions and will provide the Program(s) with additional options for properties with limited area, atypical proportions, irregularities, site restrictions and others. When needed, due to applicant reasonable accommodation requirements, "ADA" features, details, and specifications may be provided upon Program(s) validation of such request. These shall be elaborated by the Construction Managers AOR & design team upon request of the Program(s) and the design must be consistent with previously approved model homes, including finishes, materials, equipment, and any other work item that is part of the model home's construction.

Table - 2 Compact Lot & Narrow Lot - Minimum Area Requirements

Space	2-Bedrooms
Front Porch	40.00 sq. ft.
Kitchen	80.00 sq. ft.
Living / Dining Area	200.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	675.00 sq. ft.

14.2.8. Single-Story Detached houses

Replacement home construction in urban, suburban, or rural lots shall be constructed in accordance with Puerto Rico Planning Board (**PRPB**) zoning regulations, requirements resolutions and/or request of variances, when requested by Construction Managers AOR. The design of replacement homes shall comply with the applicable Puerto Rico Civil Code (**PRCC Act 55-2020**), Act 55-2020 effective on November 28, 2020, or as amended.

14.2.9. Party-Wall houses

In urban and rural areas where property lots may be compact, irregular or have other constraints, existing homes may have been built near, adjacent, or up to a "zero lot line". When designing and building a replacement home under these conditions the designers may require incorporating creative solutions to provide natural light, ventilation and comply with PRCC Act 55-2020, PRPB, SHPO or ICP regulations and requirements.

14.3. Task 03: Permits and Endorsements

The Construction Managers shall file, pay, obtain, and secure all permits, consultations, endorsements, variances, or certifications required to execute the work as required by the corresponding agency(ies). These shall be filed in a timely manner not to adversely affect the progress and the critical path of projects, (refer to Section 7.4. & 7.5. of this document). Construction Permits must be acquired in the name of the PRDOH and the Occupancy Permit in the name of the applicant's or homeowners' (exceptions may apply). The list of typical permits or endorsements shown below is a general list and shall not be interpreted as an exclusive list of documents, other permits, consultations, variances, or certifications maybe required.

14.3.1. List of Office, Permits, Consultation or Endorsements

- State Historic Preservation Office endorsement;
- Institute of Culture endorsement;
- Planning Board endorsement;

- PREPA/LUMA endorsement;
- PRASA endorsement;
- Department of Transportation endorsement;
- Roadwork construction or modification permit;
- Solid Waste Authority endorsement;
- Department of Agriculture endorsement;
- Public Service Commission permit;
- General Consolidated permit;
- Propane Gas permit;
- Fire Department endorsement;
- United States Army Corp of Engineers endorsement;
- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Department of Natural and Environmental Resources permit, endorsement and/or notification;
- Lead and Asbestos Abatement permit;
- Demolition Permit;
- Municipality endorsement;
- Construction permit;
- Occupancy permit ("Permiso de Uso"); and
- others.

The filing cost associated to the construction permits, endorsements, consultations including CAAPPR, CIAPR stamps, Workmen Compensation Insurance (**CFSE**, for its Spanish acronym), and others is included in the soft cost and overhead respectively. The cost of Municipal Patents, Construction Taxes ("Arbitrios") and cost will be included in the Task Order without overhead and profit for reimbursement to the Construction Manager.

14.4. Task 04-A: R3, BRR & SF-MIT Lead & Asbestos Abatement

The Construction Managers shall file, pay, and secure all abatements permits, mitigation work, testing, and certifications required to execute demolition and/or construction activities. This task must be completed in a timely, secure, and safe manner to ensure the compliance with the applicable environmental laws and regulations.

14.4.1. Objectives

- Mitigating or removing the hazardous material from the property;
- Mitigating or removing the hazardous material from the structure;
- Preparing the structure for general demolition;
- Preparing the structure for selective demolition;
- Improving the standard of living and wellness for the vulnerable households; and

- Ensure obtaining environmental clearance once all abatement work is completed.

14.4.2. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings, reports and others must be in English;
- Project or coordination meetings may be carried out in Spanish or English (depending on the participants);
- Providing a copy of the asbestos survey reports, prepared by the Construction Managers authorized personnel;
- Providing a copy of the lead hazard assessment reports, prepared by the Construction Managers authorized personnel;
- Providing homeowners with the Lead and Asbestos Pamphlet;
- The Construction Managers may start the mitigation or abatement work upon the Program(s) Notice to Proceed;
- The Construction Managers 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.

14.4.3. Specific Requirements

- Providing a secure perimeter, enclosure and signage for the abatement activities, while safeguarding public health;
- Performing the abatement design and procedures consistent with the materials surveys and assessments;
- Performing the abatement in the property, as required by the project activities;
- Performing inspections, storage, transportation, and disposal as required by the environmental laws and regulations;
- Performing testing and certifications required for the abatement activities;
- Closing the abatement permits;
- Providing evidence of the closing abatement permits; and
- Documenting and reporting abatement activities according to the applicable environmental laws and regulations.

14.4.4. Notice of Completion

The abatement work for each project under this task will be considered completed by the Program(s), when the following conditions are met:

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- All scope change requests have been closed, either eliminate or executed by the Program(s);
- All hazardous materials were adequately mitigated and disposed from the project;
- The Submission of the test results have been provided to Program(s), PRDOH or its representatives;
- The Submission of the Final Inspection reports with certification have been provided to Program(s), 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 Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed.

14.5. Task 04-B: R3 Relocation Awards, CEWRI-HEWRI/CEWRI-IP Lead Abatement

The Construction Managers may be assigned to support R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprograms under the CDBG-MIT funds. When an application from these Program(s) is assigned, the Construction Managers shall file, pay, and secure all abatements permits, mitigation work, testing, and certifications required. This task must be completed in a timely, secure, and safe manner to ensure the compliance with the applicable environmental laws and regulations. For CEWRI-HEWRI and/or CEWRI-IP the Construction Managers may perform these activities in support of the subprograms and enable Renewable Energy Installation Companies, to perform the installation of Photovoltaic and Battery Storage Systems at participating properties. Under the Program(s), the Construction Managers are not required to perform demolition, nor the installation of such systems.

14.5.1. Objectives

- Preparing the structure for installation of photovoltaic and battery storage systems by Applicant-selected Renewable Energy Installation Companies by;
 - 1.1..1. Mitigating or removing the lead hazards from the property;
 - 1.1..2. Mitigating or removing the lead hazards from the structure;
- Preparing the R3 Relocation replacement property for installation of photovoltaic and battery storage systems by the CEWRI-DR Program:
 - 1.1..1. Mitigating or removing the lead hazards from the property;
 - 1.1..2. Mitigating or removing the lead hazards from the structure;
- Improving the standard of living and wellness for the vulnerable households; and
- Ensure obtaining environmental clearance once all abatement/remediation work is completed.

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14.5.2. General Requirements

- Reviewing R3 relocation and/or CEWRI Program-performed lead-based paint inspection, testing, and/or risk assessment reports to identify areas the need mitigation or abatement of lead hazards;
- Coordination with Applicant and/or Applicant-selected Renewable Energy Installation Companies on the areas of the property that will be impacted for installation of the photovoltaic and/or battery storage systems;
- Providing homeowners with the Lead Pamphlet;
- The Construction Managers may start the development of the abatement work plan and the lead abatement permitting due diligence upon issuance of a Task Order by R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP Subprograms;
- The Construction Managers may start the mitigation or abatement work upon the R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprogram(s) issuance of a Task Order for lead abatement or mitigation and the acquisition of the lead abatement permit for the property;
- The Construction Managers 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.

14.5.3. Specific Requirements

- Providing a secure perimeter, enclosure and signage for the abatement activities as to not require the relocation of household member, while also safeguarding public health;
- Performing the abatement design and procedures consistent with R3 Relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprogram(s) lead inspections, testing, and/or risk assessment; as well as with the scope and impact areas of the photovoltaic and battery storage systems installations (as coordinated with the Applicant-selected Renewable Energy Installation Company, when applicable);
- Performing the abatement in the property, as required by the project activities;
- Performing inspections, storage, transportation, and disposal as required by the environmental laws and regulations;
- Performing testing and certifications required for the abatement activities;
- Closing the abatement permits;
- Providing evidence of the closing abatement permits; and
- Documenting and reporting abatement activities according to the applicable environmental laws and regulations.

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The abatement work for each project under this task will be considered completed by the Program(s), when the following conditions are met:

- All necessary mitigation and/or abatement work, as well as hazardous material disposition and environmental clearance work for R3 Relocation replacement property, CEWRI-HEWRI and/or CEWRI-IP;
- Including CEWRI-HEWRI and/or CEWRI-IP necessary mitigation and or abatement work for the installation of the photovoltaic and/or battery storage systems by the Applicant-selected Renewable Energy Installation Company at the participating property is completed;
- The final cost of mitigation and/or abatement work necessary at the participating property is agreed to by the Program(s).
- The Submission of the Final Inspection reports with certification have been provided to Program(s), PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed.

For the successful implementation of the CEWRI-HEWRI and/or CEWRI-IP subprograms, the Program Manager(s) contracted by the PRDOH is the entity responsible for the management, administration, applicant relations, communications, document control, management, accounting of funds, applicant intake, eligibility review, incentive award determination, environmental review, and incentive disbursements evaluation/approval, Task Order issuance, administrative closeout, among others. The CEWRI-HEWRI and/or CEWRI-IP subprograms, Program Manager is the entity responsible to assign, evaluate, administer and monitor cases to the Construction Managers procured by the PRDOH.

The Construction Managers shall be responsible for completing mitigation activities (that includes coordination of impacted areas with CEWRI-HEWRI and/or CEWRI-IP Applicant and Applicant-selected Renewable Energy Installation Company, preparation of abatement work plans, abatement permitting, actual abatement and/or mitigation activities, clearance, and evidence of work completion submission) as assigned by the Program(s) within **sixty (60) calendar days** from the date on which a Task Order is issued. For the purpose of clarity, the sixty (60) calendar days period does not include abatement permit closeout. This may be submitted at a later time by the Construction Manager. Once the Construction Manager is assigned to a R3 Relocation, CEWRI-HEWRI and/or CEWRI-IP Application, the Program(s) will notify the Applicant of the Construction Manager's assignment.

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Mitigation works deliverables Period of Performance (**POP**) under the R3 relocation awards, CEWRI-HEWRI and/or CEWRI-IP subprograms are subject to liquidated damages. Only valid situations that warrant a time extension shall be submitted for Program Managers evaluation, as per Program(s) policy. Approved time extensions are non-compensable excusable delays.

14.6. Task 05: General Demolition

The Construction Managers will provide the general demolition services for the Program(s). The demolition activities will be assigned to the Construction Managers by the Program(s), PRDOH, or its representatives via Task Orders. If required, the lead and asbestos abatement will be performed by the Construction Managers under the Task 04 and before the General Demolition starts. The Construction Managers may not perform any work outside of the projects approved Task Order without prior Program(s) authorization. The demolition's work plan will be designed by the Construction Managers.

14.6.1. Notice of Completion

The general demolition for each project under this task will be consider completed, when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- The demolition resulting materials are disposed as required by the demolition design, permits, and regulations;
- The property has been cleaned of all debris, trash or unsuitable materials;
- The property has been prepared to a level that permits the start of the authorized works, when applicable;
- The grading for the structure and site has been performed according to the required spot, when applicable; and
- The Program(s), PRDOH or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Task Order.

14.7. Task 06: Repair Works

Homes not located in the floodplain with an estimated cost of repair less than \$60,000, will be rehabilitated in place. Homes located in the floodplain with an estimated cost of repair less than \$60,000 or 50% of the current assessed value of the home, whichever is less, will also qualify to be rehabilitated in place. The estimated cost of repair will be determined by the Program(s) approved scope of work via a Task Order.

Under the CDBG-DR R3 and Blue Roof Repair Program(s) the storm damaged properties deemed as a repair will require to provide a decent, safe, and sanitary housing through

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the provision of activities designed to resolve unmet housing needs from hurricanes Irma and/or Maria impacts. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Damage Assessment Report developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the Damage Assessment (**DA**) documents and information to confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).

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Under the CDBG-MIT Single Family Housing Program(s) the properties affected by recent disasters, deemed as a repair/retrofit will require to reduce and mitigate the loss of life and properties and provide a resilient housing through the provision of activities designed to resolve risk-based mitigation unmet needs. These activities shall conform to the PRPB, regulatory agency(ies) requirements and regulations applicable sections. The Property Risk Assessment Report (**PRA**), developed by the Program Managers which includes the Initial Project Intent will be provided to the Construction Managers. The Construction Managers are responsible and must evaluate all the PRA documents and information to confirm and validate the Initial Project Intent and develop the Initial Scope Report (scope of work).

14.7.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- 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.
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Selective demolition will be executed and paid under this task;

- Any obsolete products or appliances replaced as part of repair works must promote energy efficiency and replaced with EnergyStar, WaterSense, or FEMP designated products or appliances, as per 83 FR 5844;
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required for the repairs of the property are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Repair works of a home in similar manner as the original condition, 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 Institute of Culture and the State Historic Preservation Office (SHPO), are included under this task.

14.7.2. Specific Requirements

The Construction Managers will be required to perform repair work ranging from interior and exterior repairs to a structural retrofit. The activities for each project will be based in the Program(s) via an approved Task Order. This may include, but not limited to, the following:

- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Confirming, validating or requesting to re-evaluate the Initial Project Intent;
- Propagating an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Preparing a work plan and schedule for each project according to the Program(s) approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including initial site walks, technical site walks and periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the repair works;
- Preserving or restoring properties of historic significance;
- Selective demolition of site improvements, exterior or interior elements in the property;
- Removing and disposing demolition materials or debris;
- Foundation remediation, leveling or repairs;
- Structural damage repairs or seismic retrofit;
- Site clearance and improvements;
- Utility connection from residential structure to electrical distribution system;

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- Utility connection from residential structure to water distribution system, local sewer collection lines, or installing septic systems;
- Building envelope repair including: roof, walls, exterior doors, windows;
- Surface preparation and finishes rehabilitation, including water impermeabilization and painting;
- Removing materials and architectural barriers that restrict the mobility and accessibility of elderly and disabled persons to the dwelling unit;
- Works required to improve the quality of life of elderly and persons with disabilities;
- Mechanical, electrical, plumbing equipment repair or replacement;
- Installing smoke detectors, dead-bolt locks, and other devices for security purposes;
- Equipment and systems to increase the efficient use of energy and water;
- Flooring repairs or replacement;
- Replacing kitchen and bathroom vanities, equipment and components;
- Replacing of essential appliances;
- Repairing or replacing landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property;
- Installing photovoltaic with battery storage and water storage systems (in SF-MIT Program), when feasible.
- Filing, obtaining and securing all necessary federal, state or municipal permits or endorsements to commence the repair work;
- Preparing of Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the architect in record); and
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

14.7.3. Notice of Completion

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

- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;

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- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- 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 Construction Manager.

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14.8. Task 07: Single-Family Replacement Home Construction (Reconstruction)

Homes not located in the 100-year floodplain, or other high-risk areas, become eligible for a reconstruction award when the estimated cost of repair is greater than or equal to \$60,000, as confirmed through Program inspection, or if a feasibility analysis determines that reconstruction is required as result of design or construction unpracticality. reasonable cost will be determined by the Program(s) approved scope of work via a Task Order.

14.8.1. General Requirements

- All written means of communications, (electronic or otherwise), emails, request for information, questions, responses design descriptions, text in drawings and others must be in English;
- The Construction Managers will conduct regular scope site walks, initial scope reports, technical evaluations, pre-construction/construction, coordination, progress, and production meetings in coordination with Program(s) representatives. The frequency of these meetings will depend on the phase and volume of assigned Task Orders or upon Program(s) operational needs. These meetings may be carried out in Spanish or English depending on the participants;
- Lead and Asbestos Abatement of known or suspected environmental contamination, including project-specific environmental assessment costs will be executed under Task 04 of this RFP;
- General demolition will be executed in Task 05 of this RFP;
- Any products or appliances provided in the reconstruction model home must be replaced with Energy Star, Water Sense, or FEMP designated, as per 83 FR 5844;
- The replacement model home may provide a single-family dwelling unit of 2, 3, or 4 bedrooms, depending on the applicant's household composition;

- The replacement model home will be a single-story as first option. A two-story model home may be provided according to property lot area, geometry, restraints, or requirements.
- Cost of labor, materials, supplies, tools, equipment, and any other expenses ancillary or required, are included in the Construction Managers cost proposal under the Program Unit Pricelist;
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historic Preservation Office (SHPO), are included under this task;
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the reconstruction work is included in Task 03 of this RFP; and
- The stylistic options for the reconstruction model homes will be presented to the applicants in a Construction Managers developed pamphlet and included in the PRDOH Grant Management System of Record.

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14.8.2. Specific Requirements

The Construction Managers will be required to provide a single-family replacement home construction. The activities for each project will depend on the applicants' household composition, existing conditions, proposed feasible and cost reasonable design solution. The scope of work to perform such activities require a Program(s) approved Task Order. This may include, but is not limited to the following:

- Evaluating the Program(s) approved Initial Assessment (DA & PRA) documents before and in preparation of the scope site walk;
- Validating, confirming or requesting to re-evaluate the Initial Project Intent;
- Preparing an Initial Scope Report, which includes photographs, notes, and any other information required to document the existing condition and proposed work;
- Confirm the proposed design, construction solution is feasible and cost reasonable according to Program policy;
- Preparing a work plan and schedule for each project according to the Program approved scope of work and Task Order;
- Providing architectural and engineering technical evaluation, reports and consultation services including periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the reconstruction works;
- Preserving or restoring properties of historic significance;
- Providing architectural and engineering evaluation and consultation services including periodic project site visits;

- Geotechnical engineering services, including, but limited to site explorations, borings, slope stabilization analysis, laboratories, certification, and technical reports;
- Providing architectural and engineering existing condition drawings, site surveys, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing architectural and engineering proposed condition, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing a model home design adaptation when needed to comply with agency(ies) requirements and as a result facilitate the construction;
- Providing a model home design adaptation when requested by the State Historic Preservation Officer (SHPO);
- Providing a model home design adaptation to enable the replacement (reconstruction) of a model home on the applicants property. This may include but is not limited to adaptation in layout, width, length and area to allow an applicant to be recipient of a replacement (reconstruction) project and remain in their property. This may apply to request a permitting agency(ies) variances for a project to remain as a rehabilitation (reconstruction) project.
- Filing, obtaining, and securing all necessary federal, state or municipal permits or endorsements to commence the replacement home construction work;
- Completing abatement and mitigation work required for the demolition and construction work activities (consistent with the corresponding assessment and reports);
- General demolition of structure and site improvements to perform the Program(s) approved Task Order;
- Removing and disposing demolition materials or debris;
- Clearing, grading and site improvements;
- Site work for the replacement home construction including but not limited to excavation, cut and fill, grading, foundations, structural work, utility trenching, carport, driveway, walkway slabs, electrical, potable, sanitary water system and, soil and erosion control, softscape and others;
- Construction or replacement of landscape materials, sidewalks, and driveways when incidental to other work of the property;
- Utility connection to electrical distribution system;
- Utility connection to water distribution system, local sewer collection lines, or installing septic system;
- Work required for the building envelope including, but not limited to concrete, concrete masonry units, concrete forms, exterior plastering, exterior doors, windows, shutters, water impermeabilization, paint, flooring, and others;

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- Interior work including, but limited to bearing, non-bearing walls, interior plaster, paint, flooring, wall base tiles, interior doors, window bug screens, kitchen, bathroom cabinets, equipment appliances, finishes, and others;
- Mechanical, electrical and plumbing work including but not limited to domestic water system, water heater, kitchen and bathroom fixtures, control valves, sanitary system, ventilation system, roof & storm drainage system, fire protection, electrical panel (circuits identified), distribution system, outlets, ground fault circuits, switches, lighting fixtures, ceiling fans, smoke and carbon monoxide alarm/detectors;
- Installing materials, equipment for energy efficiency, water efficiency, and potentially reduce operating costs;
- Accessibility features to comply with Reasonable Accommodations when validated by the Program(s);
- Installing water storage systems (as per SF-MIT Program), when feasible;
- Installing photovoltaic systems with battery storage (as per SF-MIT Program), when feasible.
- Administration, management, and control of concurrent and scattered projects, work and subcontractors;
- Quality assurance and control as per the Construction Managers Quality Plan;
- Laboratory testing, certification and reporting for quality and assurance or commissioning work;
- Preparing Pre-Inspection Packages to confirm that work is ready for a Program(s) inspection.
- Correcting punch list items to correct work deficiencies in a timely manner;
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the AOR);
- Filing, obtaining and securing the Occupancy Permit in a timely manner to facilitate the Applicants' connection of utilities;
- Submission of the Occupancy Permit as part of homeowner move-in.
- Verifying the information given by the Owner's or Owner's representative, to diligently notifying any discrepancy or inconsistencies which may have an effect on the project;

14.8.3. Notice of Completion

The activities under this task will be consider completed when the following conditions are met:

- All the scope change requests have been closed by the Program(s);
- All the Program(s) approved scope of work items of a Task Order have been completed;
- All the punch lists items have been corrected;

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- All the non-conformance reports have been signed-off by the Owner or the Owner's Representative;
- The project passed its Final Inspection, as evidenced by a Program(s) inspection report from the Program Managers Designated Inspector and evidencing such fact;
- Submission of the Final Inspection report and certification of work completion;
- 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 Construction Manager; and
- The Construction Managers provide the applicant, co-applicant, or authorized designee the Closeout Binder (as specified in Task 09).

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14.9. Task 08: Photovoltaic and Water Storage Systems

To promote resilient housing, reduce and mitigate the loss of life and property, the SF-MIT Program, under the CDBG-MIT funds will promote the installation of Photovoltaic System (**PV Systems**) with battery storage for critical loads and Water Storage System (**WSS**) on homes that have been repaired/retrofitted or reconstructed under the Program. The design criteria, design, equipment, and installation costs will be standardized, with minimal deviation to promote consistency, cost reasonableness. The PRDOH at its sole discretion may request Construction Managers to provide these services, products, and installations for the R3 and BRR Program applications corresponding to this Scope of Work and Contract.

14.9.1. General Requirements

The design of such systems shall be performed upon a Task Order being issued and the installation be performed upon a Notice to Proceed.

- Design of PVSs must be performed by a licensed engineer, who is also a member of the Puerto Rico College of Engineers and Land Surveyors, in accordance with Act 173 of August 12, 1976. Design of PVSs must be consistent with existing site conditions and in accordance with the requirements set forth in Regulations No. 7796 and No. 9049; as well as any other applicable laws, regulations, and codes. In addition, the PV system designer must be Certified Installer in accordance with Article 17 of Regulation No. 7796. The designer must have at least five (5) years of experience performing PV System design.
- Installations must be performed by a Certified Installer in accordance with Article 17 of Regulation No. 7796, or its subsequent equivalent regulation. The PV System installers and/or subcontractors must have a minimum of five (5) years of experience installing "equal or similar to" PV Systems in the renewable energy sector.

- Installations must be completed in strict compliance with the drawings and specification requirements set forth in the PVS design documents.
- As part of the Construction Managers design team, the AOR, Structural Engineer and/or Mechanical Engineer (**Designers**) shall evaluate the existing and proposed conditions, when this is required.
- Price of equipment and installation shall include all expenses including but not limited to site assessments, technical evaluation, load analysis, design, drawings, technical specifications, permitting (if required), delivery, installation, commissioning, overhead, profit, fringe benefits, incidentals, and any other administrative fees.
- All supplied equipment, components and materials must be new not used, refurbished, repaired, nor reconditioned.
- The Construction Managers shall not provide equipment that is close to the end of production (phase-out) or may become unsupported by the manufacturer during the warranty period.
- The Construction Managers are responsible for the coordination of works, including the compatibility of the PV System and WSS with the existing condition where the systems will be installed. In the case of a repair/retrofit Project Intent, the installation must consider the structural integrity of the existing structure, wind exposure, strain/stress to existing components and other applicable design considerations. The installation of the PVS and/or WSS shall not compromise the structure's roof impermeabilization system.
- Warranties shall be provided as described in Section 14.10 of this document.
- All equipment, materials, tools, labor, and services shall be provided and included in the cost proposal.
- The PRDOH, or Program will not incur in any incidental, damages to property or additional cost and will not be responsible for reimbursement or expense related to per-diem, tolls, parts, or labors for equipment under warranty service.

14.9.2. Code Compliance

All PVSs and BSSs must comply the current applicable laws, regulations, and codes, which include, but are not limited to:

- Regulation No. 7796 of January 19, 2010, known in Spanish as "Reglamento para la Certificación de Sistemas de Energía Renovable", of the Puerto Rico Electric Power Authority, or its equivalent regulation in place at the time of installation.
- Regulation No. 7951 of November 30, 2010, known in Spanish as "Reglamento Conjunto de Permisos Relacionados para Obras de Construcción y Uso de Terrenos", of the Puerto Rico Planning Board, or the equivalent regulation in place at the time of installation.
- Regulation No. 9049 of November 15, 2018, known as Puerto Rico Codes 2018, of the Office of Permit Management (**OGPe** for its Spanish acronym), or its equivalent regulation in place at the time of installation.

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14.9.3. Permits

The Construction Managers shall file, obtain and secure all required permits, endorsement, licenses and responsible for any certification and/or notification to the applicable state agencies, including interconnection certifications and fees in accordance with the Act 17 of April 11 of 2019 ("Ley de Política Pública Energética de Puerto Rico"). All fees associated with the permits, notifications, and licenses are the responsibility of the Construction Managers.

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14.9.4. PV System Requirements

The Construction Managers' PV system designer must design a standard photovoltaic system with battery storage for a single-family dwelling. The PV System shall be capable of running critical loads, some household appliances (refrigerators, water pump, etc.), life support devices, and permit the occupants to shelter-in-place during electrical grid outages. The PV Systems shall be installed, commissioned by the Construction Managers, and must comply with the following installation general requirements:

- A licensed professional structural engineer must evaluate that the existing roofs are structurally sound for the installation of the PV System. If the structural integrity of the structure is not capable to withstand the load of the system, then, the PV System installation requirement may be deemed as unfeasible.
- PV Systems layout shall meet local fire department, code, and ordinance requirements for roof access.
- PV Systems shall be installed according to best practices as per the National Renewable Energy Laboratory (**NREL**) industry best practice standards and the United States Department of Energy Guidance;
 - Solar Photovoltaic in Severe Weather: Cost Consideration for Storm Hardening PV Systems for resiliency;
 - Solar Photovoltaic Systems in Hurricanes and Other Severe Weather; and
 - Among others.
- PV Systems shall be installed in cases where the proposed array location supports a solar resource potential of more than seventy five percent (75%) of the same site's optimal solar resource potential as documented by a shading analysis to be performed by the Construction Manager.
- PV System shall be securely attached to the roof.
- Roof mounting structure (including anchoring system) must be corrosion resistant and meet applicable local building code requirements concerning rain, wind, earthquake factors, and others.
- All penetrations and structural connections associated with supports and conduit shall be kept to a minimum and shall be waterproofed as per the AOR, Designer and/or manufacturer's recommendation.

- All penetrations to the structure shall be designed, specified, coordinated, and performed in collaboration with the AOR, roofing impermeabilization professional or manufacturer responsible for the impermeabilization membrane warranty on the project.
- All roof penetration and connections shall be warranted for weather tightness from the installer, including parts and labor (refer to Section 14.10 for warranty details).
- All roof installations and weatherproofing of penetrations shall not compromise the roof warranty, or if the roof has no warranty, accepted best practice.
- PV System inverters and batteries shall be installed in a shaded location and shall not be exposed to direct sun light. Installation in a weather protected area location is preferable.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the PVS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.

14.9.5. PV System Commissioning

Once the systems are installed the Construction Managers shall perform commissioning and inspections to correct underperformance, findings, or deficiencies. These may apply to system location, shading, quality of installation, anchoring, securing, performance as per the design intent, and others.

- Commissioning and inspection shall follow the International Electrotechnical Commission (IEC) standard IEC 62446, any local or state regulation, and/or Program requirements.
- The commissioning shall confirm the system's performance is per the design intent. Performance tests shall be conducted as part of the commissioning process. A digital copy of the commissioning report must be uploaded into the PRDOH Grant Management System of Record and included in the Closeout Binder.

14.9.6. PV System Standard Package

PV Systems shall be capable of running critical electrical loads, some household appliances and equipment (refrigerators, lighting, water pump, etc.), life support or medical devices, and allow shelter-in-place during electrical grid outages. In the event of a power outage, circuits and loads connected to the PV and battery system shall continue to work without disruptions. Standard packages must have the capacity of supplying electricity to an itemized list of devices, appliances and lighting fixtures identified as critical loads. The system will supply electricity to the critical loads independently as a stand-alone system, with grid interconnecting capacity.

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The program will offer the following standard package for PV Systems and battery storage:

- **3 kW DC** PV modules **48V** voltage lithium-ion battery bank with a minimum output of **9 kWh** and an **autonomy of 20 hours**. Loads shall consider one (1) medical life support device. The PV System shall provide and install an automatic transfer switch to allow for system operation in standalone mode.

Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum PV System standards and not allowed criteria.

14.9.7. WSS System Requirements

The WSS shall provide domestic water to the dwelling from the water storage tank using an electric water pump, controls, and a diaphragm type pressurized tank to provide back-up water supply with adequate pressure and without damaging water fixtures. The system pressure pump shall be connected to the PV System to continue operating during electrical service interruption.

- The water storage tank shall be located on the rooftop of the home, when feasible. If the structural integrity of the house does not support the load of any of the applicable water tank size options, installation in a reinforced concrete pad may be provided at ground level.
- If the roof structure allows, the water storage tank shall store a maximum capacity of 500 gallons per household, with all its necessary equipment and accessories for functionality of water storage and distribution.
- The water storage tank shall be connected to the utility's main water line with a water level control valve and backflow preventer. The water storage tank shall have instrumentation to monitor, control pressure and water level.
- The water storage tank shall be constructed of ultraviolet (**UV**) and corrosion resistant material, approved for potable water and food-grade applications, and have the Food and Drug Administration (**FDA**) and the National Safety Foundation (**NSF**) approval. Manufacturer documentation shall be provided and installed as per the instructions and/or recommendations.
- Water storage tank design and installation should consider the area, height, material, and other specifications according to location where such system will be installed. Under no means, the water storage tank should shade the PV System modules.
- Water storage tanks must be vented to allow water level changes. The vent opening installed in downward position shall include protective screen for pest control.
- The water storage tank and pressure tank must be cleaned and disinfected before the final fill with potable water.
- Disinfection of the water storage tank and pressure tank after installation must follow the manufacturer's recommendations.

- WSS must be installed per the design intent and following the manufacturers' specific instructions and/or recommendations.
- The Construction Managers are responsible to furnish all the necessary components, equipment, materials, tools, for the WSS optimum performance as required by the Program and design intent.
- WSS Systems shall be installed according to the best residential industry quality standards and best practices.
- The WSS shall include pressure and water leak testing, in addition to operational testing.
- WSS without the required pressure or with water leaks will not be accepted by the Program.
- All equipment, materials, tools, labor, and services shall be provided and will be included in the WSS cost proposal. This includes any item, material and components required for the optimum performance of such system. The Construction Managers are responsible to procure, store and provide the necessary equipment, materials and all necessary to perform the work.
- Correction of deficiencies shall be corrected at the Construction Managers expense and will not be compensated by the PRDOH and Program.

Refer to the Minimum Architectural and Design Standards, Section 5, Table-2 for minimum WSS standards and not allowed criteria.

14.10. Task 09: Projects Closeout

The Construction Managers will be responsible to provide all the information required by the Program(s) in the Closeout Binders, part of the Project Closeout requirements. These shall be elaborated and provided according to the necessary information for the PRDOH Closeout Binder and the Homeowner Closeout Binder. These must be uploaded into the PRDOH Grant Management System of Record and evaluated by the Program Managers, PRDOH and/or its representatives.

14.10.1. Duties and Responsibilities:

- PRDOH Closeout Binder: one (1) digital copy (PDF format);
- Homeowner Closeout Binder: one (1) hardcopy and one (1) digital copy (PDF format);
- Maintaining and preserving the projects records for the period prescribed 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 Office of Inspector General (OIG), U.S. Department of Housing and Urban Development (HUD), Puerto Rico Department of Housing (PRDOH), (HUD), or its representatives.

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14.10.2. Closeout Binder Required Content

The Closeout Binder for each project shall include, but not limited to following:

- Binder cover, dividers, index of context and checklist, (include the following information):
 - Program name
 - Case number
 - Applicant name
 - Project address
 - Construction Managers entity name
 - Warranty department phone and email
 - Company physical address
 - Program Managers entity name
 - Warranty department phone and email
 - Company physical address
- Table of contents
- Warranty start date
 - Repairs – Final Completion
 - Reconstructions – Certificate of Occupancy
- Warranty Documents (Including but not limited to: waterproofing system, appliances, PVS, WSS, finishes, major components, MEP and architectural/civil work, among others);
- Warranty Claim instructions and contact information
- Waterproofing system bonds;
- Transfer of all warranties and equipment ownership;
- Operations and maintenance manuals;
- List of vendors, suppliers and/or manufacturer;
- Record drawings and specifications, signed and sealed;
- Certifications (Master Plumber and Professional Electrician);
- Commissioning Report for PVS and WSS, as applicable
- Submittal log;
- Digital copies of submittals in PDF format;
- Construction and Occupancy permits;
- Copy of closing government permits;
- Green Building Certification;
- Any other documents required by the Program.

The Closeout Binder checklist must list all items included and consistent with the Table of Contents.

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14.11. Task 10: Warranty Period

All work performed by the Construction Managers 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 appliances installed will be guaranteed for a minimum of one (1) year or as provided for by the manufacturer (whichever is greater);
- Solar Photovoltaic (PV) System Panels installed will be guaranteed for a minimum of ten (10) years;
- Solar PV modules will be guaranteed for a minimum of twenty-five (25) years of linear performance;
- Solar PV Battery Bank and Inverter will be guaranteed for a minimum of ten (10) years;
- Water Storage Systems (WSS) will be guaranteed for a minimum of five (5) years. 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 Construction Managers to correct defects or problems arising from the Task Order work under the contract. The Program Managers and Construction Managers will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be administered until resolved, closed by the Program Managers, and logged into the PRDOH Grant Management System of Record. A reasonable amount of time will be given to correct the valid warranty claim; however, in no case will such time exceed two (2) weeks to resolve. Should the Construction Managers fail to correct the problem the assisted homeowner may contact the Program(s) representatives to take any necessary legal resources as prescribed in the Construction Managers contract.

14.12. Task 11: Temporary Relocation

CDBG-DR and MIT funds may be used for temporary relocation assistance and payments to persons displaced by a Program(s) sponsored activity. This may include assistance, payment for temporary relocation, storage, and move-out expense assistance as per Program(s) Optional Relocation Assistance (ORA) policy. Applicants who are not residing in the property for any reason other than program-sponsored construction may not be eligible for temporary relocation assistance.

The Program will compensate the applicant as per Program(s) policy using HUD fair-market rent rate⁵ for an adequate dwelling. Most up to date rates published by HUD for

⁵ https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.odn

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Fiscal Year 2022. Rates to be paid by the Program(s) will be updated based on HUD-issued guidance, updates, and rental market conditions. Temporary relocation will be estimated for the duration of the project and additional time to enable the applicant to move out from the property and move back upon a Program(s) approved Final Inspection and/or an occupancy permit is obtained, when applicable. Temporary relocation assistance may be prorated for partial months, as needed. Upon Program Managers evaluation and approval or temporary relocation assistance, Construction Managers are required to issue ORA payments to Program(s) applicants under contract in a timely and diligent manner to avoid unnecessary distress to the applicants. The Construction Managers responsibilities is to provide applicants an excellent customer service, this is medullar for the Program(s) success and the PRDOH. The PRDOH will reimburse Construction Managers for ORA assistance payments issued to Applicants as approved by the Program(s). Reimbursements for ORA assistance payments will not include any additional costs (administrative, overhead, profit, or otherwise).

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END OF SCOPE OF WORK



COMPENSATION SCHEDULE
Yates-Bird, L.L.C.
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Request for Proposals No. CDBG-DRMIT-RFP-2022-07

The following document contains cost information that considers the costs to be paid to the Construction Management Services firms through their Price Form in compliance with the Request for Proposals CDBG-DRMIT-RFP-2022-07.

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The Procurement Division recommends to award to **Yates-Bird, L.L.C.** a not to exceed contract in the amount of **\$25,000,000.00** for a 3-year term with the option of up to two additional one-year extensions for Level 1 Construction Management Services. The contractual value for each contractor will be divided in equal parts among the R3 Program and the SF-MIT Program.¹

Please, refer to the attached Exhibit G-1 (Program Unit Price List) submitted as part of the BAFO 1 negotiations and to the G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form) submitted in the BAFO 2 negotiations.

Attachments

- Exhibit G-1 (Program Unit Price List) BAFO 1
- Exhibit G-2 (Replacement Home Cost Form) BAFO 2
- Exhibit G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) BAFO 2
- Exhibit G-4 (Demolition of Existing Structures Cost Form) BAFO 2

END OF COMPENSATION SCHEDULE.

¹ This is a not to exceed contract. The quantity of work will be assigned according to PRDOH's needs. The amount to be paid to the contractor will be the stated in the BAFO 1 negotiations for the Exhibit G-1 (Program Unit Price List), and in the BAFO 2 negotiations for G-2 (Replacement Home Cost Form), G-3 (Photovoltaic and Water Storage Systems Alternate Cost Form) and G-4 (Demolition of Existing Structures Cost Form). The contractor will be obliged to provide the services for the prices in the aforementioned exhibits.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

PROGRAM UNIT PRICE LIST
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
(Revised for BAFO March 24, 2023)

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OVERVIEW

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program), Blue Roof Repair Program (BRR Program) and Single-Family Housing Mitigation Program (SF-MIT Program) under the Community Development Block Grant for Disaster Recovery (CDBG-DR) and the Community Development Block Grant for Mitigation (CDBG-MIT) grants. These Programs will standardize line item pricing to (i) provide the Program(s) a reasonable cost; (ii) facilitate communication and provide consistency among the Program Managers, Construction Managers, PRDOH and its representatives; (iii) assure applicants are treated equally in the grant award determination process; (iv) encourage fair and balanced treatment to applicants; promote efficiency and production in a high volume and time efficient environment; (v) promote efficiency and production in a high volume and time efficient environment; (vi) create an optimization-based process to reduce administrative burden; and (vii) optimize the development, evaluation and approval of scopes of work, Task Orders and applications for payment for Construction Managers.

XACTWARE'S PRICING LIST

The Program(s) will make use of Xactware's Pricing Lists as the main source for pricing of construction works to be performed. Xactware 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. Xactware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

ADDITIONAL LINE ITEMS TO XACTWARE'S PRICING LIST

As Xactware'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 Xactware's Price Lists and those additional line items set forth in this document will be the R3 Program's Unit Price List.

Exhibit G-1 » Program Unit Price List

Program Unit Price List
 Exhibit G-1 – Program Unit Price List (Revised for BAFO March 24, 2023)
 CDBG-DRMIT-RFP-2022-07
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OVERHEAD AND PROFIT

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

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

The fixed fee amount calculated by taking a specific line item's Unit Cost and multiplying it by the Overhead and Profit percentages set forth above, as applicable, will be the Construction Manager's entitlement for work completed in compliance with Program requirements. Profit will be calculated on a cumulative basis with overhead.

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 10%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST**Design and Permitting Costs for Repair¹ 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.

¹ Applicable to Repair/Retrofit type of awards under the Single-Family Housing and Mitigation Program.

Program Unit Price List

Exhibit G-1 – Program Unit Price List (Revised for BAFO March 24, 2023)

CDBG-DRMIT-RFP-2022-07

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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: Design and Permitting for Historical Property Awards from \$00,001 to \$25,000	LS	\$7,289.94	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$25,000 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.
8	Soft Cost: Design and Permitting for Historical Property Awards from \$25,001 to \$50,000	LS	\$12,911.48	Includes design and permitting costs for any and all historical property works (including any type of required work 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.
9	Soft Cost: Design and Permitting for Historical Property Awards from \$50,001 to \$75,000	LS	\$18,533.00	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$75,000 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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Program Unit Price List

Exhibit G-1 – Program Unit Price List (Revised for BAFO March 24, 2023)

CDBG-DRMIT-RFP-2022-07

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No.	Item Description	Units	Unit Cost	Notes
10	Soft Cost: Design and Permitting for Historical Property Awards from \$75,001 to \$100,000	LS	\$24,154.52	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$100,000 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.
11	Soft Cost: Design and Permitting for Historical Property Awards from \$100,001 to \$125,000	LS	\$25,415.84	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$125,000 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.
12	Soft Cost: Design and Permitting for Historical Property Awards from \$125,001 to \$150,000	LS	\$28,887.70	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$150,000 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.
13	Soft Cost: Design and Permitting for Historical Property Awards from \$150,001 to \$175,000	LS	\$32,809.08	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$175,000 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.
14	Soft Cost: Design and Permitting for Historical Property Awards from \$175,001 to \$200,000	LS	\$35,986.86	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$200,000 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.
15	Soft Cost: Design and Permitting for Historical Property Awards from \$200,001 to \$225,000	LS	\$39,698.68	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$225,000 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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Exhibit G-1 » Program Unit Price List

Program Unit Price List

Exhibit G-1 – Program Unit Price List (Revised for BAFO March 24, 2023)

CDBG-DRMIT-RFP-2022-07

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No.	Item Description	Units	Unit Cost	Notes
16	Soft Cost: Design and Permitting for Historical Property Awards from \$225,001 to \$250,000	LS	\$43,890.48	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$250,000 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.
17	Soft Cost: Design and Permitting for Historical Property Awards from \$250,001 to \$275,000	LS	\$46,513.94	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$275,000 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.
18	Soft Cost: Design and Permitting for Historical Property Awards from \$275,001 to \$300,000	LS	\$49,982.40	Includes design and permitting costs for any and all historical property works (including any type of required work and any abatement required) in awards not exceeding \$300,000 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.
19	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.
20	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 Xactware'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	\$5.74	Cost Reasonableness Basis: RSMeans 02 83 19.23 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
3	Lead Encapsulation: Balustrades	LF	\$5.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0040. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
4	Lead Encapsulation: Pipe, to 4" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
5	Lead Encapsulation: Pipe, to 8" diameter	LF	\$3.78	Cost Reasonableness Basis: RSMeans 02 83 19.23 0060. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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ID	Item Description	Units	Unit Cost	Notes
6	Lead Encapsulation: Pipe, to 12" diameter	LF	\$5.71	Cost Reasonableness Basis: RSMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.44	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
8	Lead Encapsulation: Cabinets	SF	\$7.92	Cost Reasonableness Basis: RSMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$143.80	Cost Reasonableness Basis: RSMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$235.25	Cost Reasonableness Basis: RSMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$205.40	Cost Reasonableness Basis: RSMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$281.70	Cost Reasonableness Basis: RSMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
13	Lead Encapsulation: Window	EA	\$114.80	Cost Reasonableness Basis: RSMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$5.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.60	Cost Reasonableness Basis: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.94	Cost Reasonableness Basis: RSMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$5.06	Cost Reasonableness Basis: RSMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.59	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$3.15	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
21	Lead Encapsulation: Brick, block, or concrete, spray	SF	\$3.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$3.64	Cost Reasonableness Basis: RSMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
24	Lead Encapsulation: Trusses	SF	\$11.65	Cost Reasonableness Basis: RSMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
25	Lead Removal: Baseboards	LF	\$26.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
26	Lead Removal: Balustrades, one side	SF	\$26.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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Exhibit G-1 » Program Unit Price List

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Program Unit Price List

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ID	Item Description	Units	Unit Cost	Notes
27	Lead Removal: Cabinets	SF	\$22.92	Cost Reasonableness Basis: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
28	Lead Removal: Cornice	SF	\$13.00	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
29	Lead Removal: Doors, one side, flush	SF	\$9.77	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
30	Lead Removal: Door trim, one side	LF	\$11.61	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
31	Lead Removal: Fence, picket, one side	SF	\$24.32	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
32	Lead Removal: Grilles, one side	SF	\$24.32	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
33	Lead Removal: Handrails	LF	\$9.02	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	\$9.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	\$16.93	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	\$23.82	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$40.68	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
38	Lead Removal: Pipe hangers	EA	\$19.71	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
39	Lead Removal: Siding	SF	\$9.02	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
40	Lead Removal: Trusses	SF	\$14.62	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	\$199.40	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	\$263.10	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$314.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	\$395.80	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	\$87.60	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
46	Lead Removal: Collect and bag bulk material	CF	\$24.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
47	Asbestos Removal: Metal Beams	LF	\$53.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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ID	Item Description	Units	Unit Cost	Notes
48	Asbestos Removal: Duct or AHU Insulation	SF	\$8.49	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	\$8.30	Cost Reasonableness Basis: RSMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	\$9.34	Cost Reasonableness Basis: RSMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	\$10.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	\$13.60	Cost Reasonableness Basis: RSMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	\$11.47	Cost Reasonableness Basis: RSMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	\$23.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	\$24.60	Cost Reasonableness Basis: RSMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	\$38.85	Cost Reasonableness Basis: RSMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	\$58.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	\$42.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	\$3.10	Cost Reasonableness Basis: RSMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	\$6.24	Cost Reasonableness Basis: RSMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$4.14	Cost Reasonableness Basis: RSMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$7.41	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	\$2.33	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	\$3.10	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	\$1.56	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	\$4.66	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	\$2.34	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	\$18.69	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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Exhibit G-1 » Program Unit Price List

Program Unit Price List

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ID	Item Description	Units	Unit Cost	Notes
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	\$2.03	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
70	Asbestos Removal: Shingle roofing	SF	\$1.92	Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$2.46	Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.48	Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr 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 minimum wage rate of \$15/hr 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 minimum wage rate of \$15/hr 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 minimum wage rate of \$15/hr consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty, Acrylic, 2 coats.	SF	\$2.07	Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty, Mod. bit. rfrng., 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 minimum wage rate of \$15/hr 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 minimum wage rate of \$15/hr 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 cost for minimum wage rate of \$15/hr consideration.
81	Soil Treatment: Termite Control Barrier	SF	\$1.05	Reasonable Cost Basis: RSMeans 2019 31 31 16.13 0020. 1.8 Factor applied to labor cost for minimum wage rate of \$15/hr consideration.

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.

YATES-BIRD, L.L.C.

Proposer Entity Name


 Proposer Authorized Representative Signature

3/31/2023

Date

Eduardo Pardo

Proposer Authorized Representative Printed Name

- END OF PROGRAM(S) UNIT PRICE LIST -



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-2
REPLACEMENT HOME COST FORM**

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)

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	\$17,378.33
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$6,997.13
SC-05	Overhead Cost (applicable to all soft costs)	\$6,787.69
SC-06	Profit Cost (applicable to all soft costs)	\$4,072.62
Sub-Total Soft Costs ⁽³⁾		\$44,798.77
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$123,589.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$24,717.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$16,478.00
Sub-Total Hard Costs ⁽⁴⁾		\$164,784.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,000.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$100.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$400.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$200.00
Sub-Total ADA Compliance Delta Costs		\$2,700.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$209,582.77
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$212,282.77

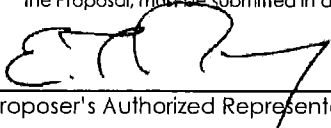
Exhibit G-2 – Replacement Home Cost Form

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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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
Single-Story 2-Bedroom

Soft Cost**a. Design Work**

Design and Permitting for Replacement Home Construction	\$ 17,378.33
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal:	\$ 26,941.33
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b. Insurance

Subtotal:	\$ 6,997.13
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c. Overhead

Subtotal:	\$ 6,787.69
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d. Profit

Subtotal:	\$ 4,072.62
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Sub-Total Soft Cost	\$ 44,798.77
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Hard Cost**c. Construction Work****i. General Requirements**

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,392.00
Project Closeout	\$ 2,799.00

Subtotal:	\$ 19,900.00
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ii. Foundation Work

Layout & Survey	\$ 488.00
Earthwork	\$ 3,477.00
Equipment	\$ 3,690.00
Landscape	\$ 2,777.00

Subtotal:	\$ 10,432.00
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iii. **Structure Work**

General Requirements	\$ 560.00
Forming & Stripping	\$ 18,824.00
Concrete Pouring	\$ 3,208.00
Reinforcing Steel	\$ 8,740.00
Concrete Materials	\$ 9,180.00
Concrete Work Equipment	\$ 2,346.00
Concrete Work All	\$ 5,777.00
Splash Blocks	\$ 328.00

Subtotal:	\$ 48,963.00
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iv. **Finishes Work**

Millwork	\$ 2,524.00
Roofing & Waterproofing	\$ 2,995.00
Doors & Windows	\$ 4,931.00
Finishes (Includes: Wall, Ceiling, and Floor)	\$ 15,096.00
Specialties	\$ 173.00
Appliances and Laundry	\$ 1,475.00
Mechanical	\$ 2,395.00
Plumbing	\$ 5,000.00
Electrical	\$ 9,705.00

Subtotal:	\$ 44,294.00
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f. **Overhead**

Subtotal:	\$ 24,717.00
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g. **Profit**

Subtotal:	\$ 16,478.00
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Sub-Total Hard Cost	\$ 164,784.00
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ADA Compliance Costsh. **ADA Compliant Work**

i. Finishes Work	\$ 2,000.00
ii. Insurances	\$ 100.00
iii. Overhead	\$ 400.00
iv. Profit	\$ 200.00

Subtotal:	\$ 2,700.00
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Sub-Total ADA Compliance Delta Cost	\$ 2,700.00
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Grand Total:	\$ 212,282.77
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,319.12
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,386.87
SC-05	Overhead Cost (applicable to all soft costs)	\$7,053.80
SC-06	Profit Cost (applicable to all soft costs)	\$4,232.28
Sub-Total Soft Costs ⁽³⁾		\$46,555.07
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$145,748.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$29,149.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$19,433.00
Sub-Total Hard Costs ⁽⁴⁾		\$194,330.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,750.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$137.50
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$550.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$275.00
Sub-Total ADA Compliance Delta Costs		\$3,712.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$240,885.07
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$244,597.57

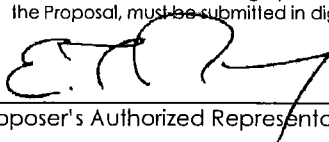
Exhibit G-2 – Replacement Home Cost Form

CDBG-DRMIT-RFP-2022-07

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 adopt the model home to assigned lots, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
Single-Story 3-Bedroom

Soft Cost**a. Design Work**

Design and Permitting for Replacement Home Construction	\$ 18,319.12
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal:	\$ 27,882.12
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b. Insurance

Subtotal:	\$ 7,386.87
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c. Overhead

Subtotal:	\$ 7,053.80
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d. Profit

Subtotal:	\$ 4,232.28
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Sub-Total Soft Cost	\$ 46,555.07
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Hard Cost**c. Construction Work****i. General Requirements**

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,592.00
Project Closeout	\$ 3,299.00

Subtotal:	\$ 20,600.00
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ii. Foundation Work

Layout & Survey	\$ 510.00
Earthwork	\$ 4,088.00
Equipment	\$ 5,090.00
Landscape	\$ 2,480.00

Subtotal:	\$ 12,168.00
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iii. **Structure Work**

General Requirements	\$ 825.00
Forming & Stripping	\$ 22,114.00
Concrete Pouring	\$ 3,197.00
Reinforcing Steel	\$ 10,593.00
Concrete Materials	\$ 11,156.00
Concrete Work Equipment	\$ 2,346.00
Concrete Work All	\$ 5,642.00
Splash Blocks	\$ 328.00

Subtotal:	\$ 56,201.00
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iv. **Finishes Work**

Millwork	\$ 2,753.00
Roofing & Waterproofing	\$ 3,629.00
Doors & Windows	\$ 6,584.00
Finishes (Includes: Wall, Ceiling, and Floor)	\$ 22,139.00
Specialties	\$ 354.00
Appliances and Laundry	\$ 1,375.00
Mechanical	\$ 2,345.00
Plumbing	\$ 6,000.00
Electrical	\$ 11,600.00

Subtotal:	\$ 56,779.00
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f. **Overhead**

Subtotal:	\$ 29,149.00
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g. **Profit**

Subtotal:	\$ 19,433.00
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Sub-Total Hard Cost	\$ 194,330.00
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ADA Compliance Costsh. **ADA Compliant Work**

i. Finishes Work	\$ 2,750.00
ii. Insurances	\$ 137.50
iii. Overhead	\$ 550.00
iv. Profit	\$ 275.00

Subtotal:	\$ 3,712.50
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Sub-Total ADA Compliance Delta Cost	\$ 3,712.50
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Grand Total:	\$ 244,597.57
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-2
REPLACEMENT HOME COST FORM**

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)


2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,600.44
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,674.16
SC-05	Overhead Cost (applicable to all soft costs)	\$7,167.52
SC-06	Profit Cost (applicable to all soft costs)	\$4,300.51
Sub-Total Soft Costs ⁽³⁾		\$47,305.63
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$156,824.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$31,364.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$20,909.00
Sub-Total Hard Costs ⁽⁴⁾		\$209,097.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,750.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$137.50
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$550.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$275.00
Sub-Total ADA Compliance Delta Costs		\$3,712.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$256,402.63
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$260,115.13

Exhibit G-2 – Replacement Home Cost Form
CDBG-DRMIT-RFP-2022-07
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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
Single-Story 4-Bedroom

Soft Cost**a. Design Work**

Design and Permitting for Replacement Home Construction	\$ 18,600.44
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal:	\$ 28,163.44
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b. Insurance

Subtotal:	\$ 7,674.16
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c. Overhead

Subtotal:	\$ 7,167.52
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d. Profit

Subtotal:	\$ 4,300.51
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Sub-Total Soft Cost	\$ 47,305.63
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Hard Cost**c. Construction Work****i. General Requirements**

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,852.00
Project Closeout	\$ 3,299.00

Subtotal:	\$ 20,860.00
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ii. Foundation Work

Layout & Survey	\$ 525.00
Earthwork	\$ 3,158.00
Equipment	\$ 4,090.00
Landscape	\$ 2,190.00

Subtotal:	\$ 9,963.00
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iii. **Structure Work**

	General Requirements	\$ 560.00
	Forming & Stripping	\$ 24,871.00
	Concrete Pouring	\$ 3,437.00
	Reinforcing Steel	\$ 11,685.00
	Concrete Materials	\$ 12,235.00
	Concrete Work Equipment	\$ 2,358.00
	Concrete Work All	\$ 5,642.00
	Splash Blocks	\$ 328.00

Subtotal:	\$ 61,116.00
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iv. **Finishes Work**

	Millwork	\$ 2,899.00
	Roofing & Waterproofing	\$ 4,136.00
	Doors & Windows	\$ 8,065.00
	Finishes (Includes: Wall, Ceiling, and Floor)	\$ 24,726.00
	Specialties	\$ 389.00
	Appliances and Laundry	\$ 1,475.00
	Mechanical	\$ 2,345.00
	Plumbing	\$ 7,500.00
	Electrical	\$ 13,350.00

Subtotal:	\$ 64,885.00
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f. **Overhead**

Subtotal:	\$ 31,364.00
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g. **Profit**

Subtotal:	\$ 20,909.00
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Sub-Total Hard Cost	\$ 209,097.00
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ADA Compliance Costsh. **ADA Compliant Work**

i.	Finishes Work	\$ 2,750.00
ii.	Insurances	\$ 137.50
iii.	Overhead	\$ 550.00
iv.	Profit	\$ 275.00

Subtotal:	\$ 3,712.50
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Sub-Total ADA Compliance Delta Cost	\$ 3,712.50
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Grand Total:	\$ 260,115.13
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

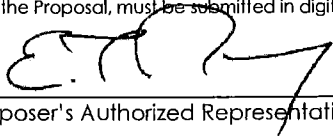
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,055.19
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,193.91
SC-05	Overhead Cost (applicable to all soft costs)	\$6,962.42
SC-06	Profit Cost (applicable to all soft costs)	\$4,177.45
Sub-Total Soft Costs ⁽³⁾		\$45,951.97
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$140,052.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$28,010.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$16,806.00
Sub-Total Hard Costs ⁽⁴⁾		\$184,868.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,750.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$137.50
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$550.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$275.00
Sub-Total ADA Compliance Delta Costs		\$3,712.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$230,819.97
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$234,532.47

Exhibit G-2 » Replacement Home Cost Form

Exhibit G-2 – Replacement Home Cost Form
CDBG-DRMIT-RFP-2022-07
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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing 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

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
2-Story 2-Bedroom

Soft Cost

a. Design Work

Design and Permitting for Replacement Home Construction	\$ 18,055.19
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal: \$ 27,618.19

b. Insurance

Subtotal: \$ 7,193.91

c. Overhead

Subtotal: \$ 6,962.42

d. Profit

Subtotal: \$ 4,177.45

Sub-Total Soft Cost \$ 45,951.97

Hard Cost

c. Construction Worki. General Requirements

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,072.00
Project Closeout	\$ 2,299.00

Subtotal: \$ 19,080.00

ii. Foundation Work

Division 2 Subcontractors	\$ 621.00
Earthwork	\$ 3,146.00
Equipment	\$ 3,690.00
Landscape	\$ 2,490.00

Subtotal: \$ 9,947.00

iii. **Structure Work**

	General Requirements	\$	1,036.00
	Forming & Stripping	\$	27,759.00
	Concrete Pouring	\$	4,296.00
	Reinforcing Steel	\$	10,080.00
	Concrete Materials	\$	10,719.00
	Concrete Work Equipment	\$	3,058.00
	Concrete Work All	\$	5,642.00
	Splash Blocks	\$	328.00

Subtotal:	\$	62,918.00
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iv. **Finishes Work**

	Millwork	\$	2,703.00
	Roofing & Waterproofing	\$	2,393.00
	Doors & Windows	\$	5,757.00
	Finishes (Includes: Wall, Ceiling, and Floor)	\$	17,828.00
	Specialties	\$	389.00
	Appliances and Laundry	\$	1,437.00
	Mechanical	\$	2,345.00
	Plumbing	\$	4,550.00
	Electrical	\$	10,705.00

Subtotal:	\$	48,107.00
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f. **Overhead**

Subtotal:	\$	28,010.00
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g. **Profit**

Subtotal:	\$	16,806.00
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Sub-Total Hard Cost	\$	184,868.00
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ADA Compliance Costsh. **ADA Compliant Work**

i.	Finishes Work	\$	2,750.00
ii.	Insurances	\$	137.50
iii.	Overhead	\$	550.00
iv.	Profit	\$	275.00

Subtotal:	\$	3,712.50
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Sub-Total ADA Compliance Delta Cost	\$	3,712.50
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Grand Total:	\$	234,532.47
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-2
REPLACEMENT HOME COST FORM**

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,339.27
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$7,669.25
SC-05	Overhead Cost (applicable to all soft costs)	\$7,114.30
SC-06	Profit Cost (applicable to all soft costs)	\$4,268.58
Sub-Total Soft Costs ⁽³⁾		\$46,954.40
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$157,282.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$31,456.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$20,971.00
Sub-Total Hard Costs ⁽⁴⁾		\$209,709.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,750.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$137.50
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$550.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$275.00
Sub-Total ADA Compliance Delta Costs		\$3,712.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$256,663.40
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$260,375.90

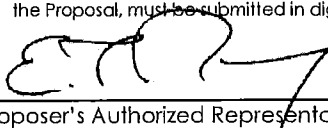
Exhibit G-2 – Replacement Home Cost Form

CDBG-DRMIT-RFP-2022-07

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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.


 Proposer's Authorized Representative Signature

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
2-Story 3-Bedroom

Soft Cost

a. Design Work

Design and Permitting for Replacement Home Construction	\$ 18,339.27
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal:	\$ 27,902.27
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b. Insurance

Subtotal:	\$ 7,669.25
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c. Overhead

Subtotal:	\$ 7,114.30
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d. Profit

Subtotal:	\$ 4,268.58
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Sub-Total Soft Cost	\$ 46,954.40
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Hard Cost

c. Construction Worki. General Requirements

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,602.00
Project Closeout	\$ 2,799.00

Subtotal:	\$ 20,110.00
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ii. Foundation Work

Layout & Survey	\$ 171.00
Earthwork	\$ 3,173.00
Equipment	\$ 4,590.00
Landscape	\$ 1,710.00

Subtotal:	\$ 9,644.00
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iii. **Structure Work**

	General Requirements	\$	1,036.00
	Forming & Stripping	\$	29,502.00
	Concrete Pouring	\$	4,296.00
	Reinforcing Steel	\$	11,448.00
	Concrete Materials	\$	11,576.00
	Concrete Work Equipment	\$	3,158.00
	Concrete Work All	\$	5,642.00
	Splash Blocks	\$	328.00

Subtotal:	\$	66,986.00
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iv. **Finishes Work**

	Millwork	\$	2,768.00
	Roofing & Waterproofing	\$	2,725.00
	Doors & Windows	\$	6,971.00
	Finishes (Includes: Wall, Ceiling, and Floor)	\$	26,929.00
	Specialties	\$	389.00
	Appliances and Laundry	\$	1,475.00
	Mechanical	\$	2,345.00
	Plumbing	\$	5,000.00
	Electrical	\$	11,940.00

Subtotal:	\$	60,542.00
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f. **Overhead**

Subtotal:	\$	31,456.00
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g. **Profit**

Subtotal:	\$	20,971.00
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Sub-Total Hard Cost	\$	209,709.00
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ADA Compliance Costsh. **ADA Compliant Work**

i.	Finishes Work	\$	2,750.00
ii.	Insurances	\$	137.50
iii.	Overhead	\$	550.00
iv.	Profit	\$	275.00

Subtotal:	\$	3,712.50
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Sub-Total ADA Compliance Delta Cost	\$	3,712.50
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Grand Total:	\$	260,375.90
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☐ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$18,600.93
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$8,144.17
SC-05	Overhead Cost (applicable to all soft costs)	\$7,261.62
SC-06	Profit Cost (applicable to all soft costs)	\$4,356.97
Sub-Total Soft Costs ⁽³⁾		\$47,926.69
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$175,511.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$35,102.00
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$23,401.00
Sub-Total Hard Costs ⁽⁴⁾		\$234,014.00
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,750.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$137.50
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$550.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$275.00
Sub-Total ADA Compliance Delta Costs		\$3,712.50
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$281,940.69
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$285,653.19

Exhibit G-2 » Replacement Home Cost Form

Exhibit G-2 – Replacement Home Cost Form
CDBG-DRMIT-RFP-2022-07
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 adopt the model home to assigned lots, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
2-Story 4-Bedroom**Soft Cost****a. Design Work**

Design and Permitting for Replacement Home Construction	\$ 18,600.93
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal: \$ 28,163.93

b. Insurance

Subtotal: \$ 8,144.17

c. Overhead

Subtotal: \$ 7,261.62

d. Profit

Subtotal: \$ 4,356.97

Sub-Total Soft Cost \$ 47,926.69

Hard Cost**c. Construction Work****i. General Requirements**

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,695.00
Safety	\$ 2,928.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,852.00
Project Closeout	\$ 3,299.00

Subtotal: \$ 20,860.00

ii. Foundation Work

Layout & Survey	\$ 461.00
Earthwork	\$ 3,289.00
Equipment	\$ 4,340.00
Landscape	\$ 2,265.00

Subtotal: \$ 10,355.00

iii. **Structure Work**

	General Requirements	\$ 1,036.00
	Forming & Stripping	\$ 32,582.00
	Concrete Pouring	\$ 4,296.00
	Reinforcing Steel	\$ 11,970.00
	Concrete Materials	\$ 12,623.00
	Concrete Work Equipment	\$ 3,208.00
	Concrete Work All	\$ 5,642.00
	Splash Blocks	\$ 547.00

Subtotal:	\$ 71,904.00
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iv. **Finishes Work**

	Millwork	\$ 2,870.00
	Roofing & Waterproofing	\$ 3,330.00
	Doors & Windows	\$ 8,695.00
	Finishes (Includes: Wall, Ceiling, and Floor)	\$ 31,913.00
	Specialties	\$ 389.00
	Appliances and Laundry	\$ 1,500.00
	Mechanical	\$ 2,345.00
	Plumbing	\$ 7,500.00
	Electrical	\$ 13,850.00

Subtotal:	\$ 72,392.00
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f. **Overhead**

Subtotal:	\$ 35,102.00
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g. **Profit**

Subtotal:	\$ 23,401.00
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Sub-Total Hard Cost	\$ 234,014.00
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ADA Compliance Costsh. **ADA Compliant Work**

i.	Finishes Work	\$ 2,750.00
ii.	Insurances	\$ 137.50
iii.	Overhead	\$ 550.00
iv.	Profit	\$ 275.00

Subtotal:	\$ 3,712.50
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Sub-Total ADA Compliance Delta Cost	\$ 3,712.50
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Grand Total:	\$ 285,653.19
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

EXHIBIT G-2
REPLACEMENT HOME COST FORM
Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of
Proposer: YATES-BIRD, L.L.C.

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
☒ One-Story 2-Bedroom (Compact/Narrow)

2. Model Home Proposed Maximum Budget:

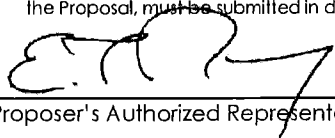
ID	Cost Category	Proposed Cost ⁽¹⁾
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) ⁽²⁾⁽³⁾		
SC-01	Design and Permitting for Replacement Home Construction	\$16,774.28
SC-02	Design and Permitting for Applicant's Home Demolition and Abatement	\$7,613.00
SC-03	Services During Construction (Design Supervision)	\$1,950.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$6,323.83
SC-05	Overhead Cost (applicable to all soft costs)	\$6,532.22
SC-06	Profit Cost (applicable to all soft costs)	\$3,919.33
Sub-Total Soft Costs ⁽³⁾		\$43,112.66
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) ⁽⁴⁾⁽⁵⁾⁽⁶⁾		
HC-01	Replacement Home Construction Cost	\$115,058.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$11,505.80
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$13,432.00
Sub-Total Hard Costs ⁽⁴⁾		\$139,995.80
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$2,000.00
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$100.00
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$400.00
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$200.00
Sub-Total ADA Compliance Delta Costs		\$2,700.00
Total Proposed Cost (Soft + Hard) for Standard Model Home ⁽⁷⁾⁽⁹⁾		\$183,108.46
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home ⁽⁸⁾⁽⁹⁾		\$185,808.46

Exhibit G-2 » Replacement Home Cost Form

Exhibit G-2 – Replacement Home Cost Form
CDBG-DRMIT-RFP-2022-07
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, including incorporation of any historical property requirements; (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: \$165,000 for single-story 2-bedroom Replacement Homes; \$185,000 for two-story 2-bedroom Replacement Homes; \$195,000 for single-story 3-bedroom Replacement Homes; \$210,000 for two-story 3-bedroom Replacement Homes; \$210,000 for single-story 4-bedroom Replacement Homes; \$235,000 for two-story 4-bedroom Replacement Homes; and \$140,000 for single-story 2-bedroom Compact Lot & Narrow Lot Version.**
- (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 12 inches of excavation and soil preparation for foundations underneath the home's footprint (including foundations); (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-I Lot); (iv) construction of 50 square feet of walkway to the home (considering minimum setbacks for a typical R-I Lot); (v) a 75 feet connection length for power to existing utilities; (vi) a 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location; (vii) a 25 feet connection length for sanitary sewer measured for the Replacement Home's front edge to existing clean out ("registro"); (viii) softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) for the square footages specified in the Minimum Architectural and Design Standards; (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 the 12 inches depth excavation and soil remediation underneath the Replacement Home's footprint and structural foundation (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 cop (Additional sitework requirements will be compensated to the Construction Managers using the Program Unit Price List); (iii) demolition work required at the Applicant's existing home (This cost will be compensated to the Construction Managers using the Program Unit Price List); (iv) any abatement work required at the Applicant's existing 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 Applicant's existing property (These costs will be added to the Construction Managers total cost of the work based on the applicable percentages of the Municipality where work is to be performed); and (vi) cost of insurance related to the work.
- (7) Refers to the total development cost for the Standard Model Home (i.e. not ADA compliant) proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to Selected Proposers for construction of the Standard Model Home Proposed.
- (8) Refers to the total development cost for the ADA Compliant Variant of the Model Home proposed, excluding any specified exceptions to the construction / hard costs cap. This will be the base price to be paid by the PRDOH to the Selected Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.



Proposer's Authorized Representative Signature

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown

Single-Story 2-Bedroom (Compact/Narrow)

Soft Cost

a. Design Work

Design and Permitting for Replacement Home Construction	\$ 16,774.28
Design and Permitting for Storm-Damaged Home Demolition	\$ 7,613.00
Design submittals, RFI's, Adjustments and Endorsements	\$ 1,950.00

Subtotal:	\$ 26,337.28
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b. Insurance

Subtotal:	\$ 6,323.83
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c. Overhead

Subtotal:	\$ 6,532.22
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d. Profit

Subtotal:	\$ 3,919.33
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Sub-Total Soft Cost	\$ 43,112.66
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Hard Cost

c. Construction Worki. General Requirements

Temporary Construction	\$ 163.00
Field Supervision	\$ 4,760.00
Field Expenses	\$ 4,590.00
Safety	\$ 2,200.00
Quality Control	\$ 838.00
Engineering Services	\$ 325.00
Equipment	\$ 3,392.00
Project Closeout	\$ 2,299.00

Subtotal:	\$ 18,567.00
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ii. Foundation Work

Layout & Survey	\$ 410.00
Earthwork	\$ 3,340.00
Equipment	\$ 3,690.00
Landscape	\$ 2,202.00

Subtotal:	\$ 9,642.00
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iii. **Structure Work**

General Requirements	\$ 560.00
Forming & Stripping	\$ 18,461.00
Concrete Pouring	\$ 2,580.00
Reinforcing Steel	\$ 6,800.00
Concrete Materials	\$ 8,160.00
Concrete Work Equipment	\$ 2,346.00
Concrete Work All	\$ 5,776.00
Splash Blocks	\$ 328.00

Subtotal:	\$ 45,011.00
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iv. **Finishes Work**

Millwork	\$ 2,524.00
Roofing & Waterproofing	\$ 2,419.00
Doors & Windows	\$ 4,975.00
Finishes (Includes: Wall, Ceiling, and Floor)	\$ 14,522.00
Specialties	\$ 173.00
Appliances and Laundry	\$ 1,475.00
Mechanical	\$ 2,395.00
Plumbing	\$ 3,750.00
Electrical	\$ 9,605.00

Subtotal:	\$ 41,838.00
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f. **Overhead**

Subtotal:	\$ 11,505.80
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g. **Profit**

Subtotal:	\$ 13,432.00
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Sub-Total Hard Cost	\$ 139,995.80
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ADA Compliance Costsh. **ADA Compliant Work**

i. Finishes Work	\$ 2,000.00
ii. Insurances	\$ 100.00
iii. Overhead	\$ 400.00
iv. Profit	\$ 200.00

Subtotal:	\$ 2,700.00
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Sub-Total ADA Compliance Delta Cost	\$ 2,700.00
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Grand Total:	\$ 185,808.46
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-3
PHOTOVOLTAIC & WATER STORAGE SYSTEMS ALTERNATE COST FORM**

**Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations**

Name of Proposer: YATES-BIRD, L.L.C.

1. Photovoltaic System and Water Storage System Costs:

Item Description	Unit Price⁽²⁾
Photovoltaic System with Battery Storage and Related Services⁽¹⁾⁽³⁾	
3 kW DC with 9 kWh/day Battery Storage	\$25,056.83
Water Storage System and Related Services⁽¹⁾⁽³⁾	
500 Gallon Water Storage System	\$5,376.23

Notes on Cost Form:

- (1) Photovoltaic Systems with Battery Storage and Water Storage Systems, including any of their components, must comply with the specifications set forth in the Scope of Work.
- (2) Unit Price includes all costs and expenses, including design, permitting, equipment, installation, taxes, delivery, overhead, and profit, as well as any other administrative cost associated to the installation of the Systems' proposed. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment under warranty.
- (3) Photovoltaic Systems with Battery Storage and Water Storage Systems are subject to the Warranty conditions set forth in the Scope of Work.
- (4) Proposer must attach to this Photovoltaic & Water Storage Systems Alternate Cost Form a **detailed cost breakdown** setting forth the items of work included. 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

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name

YATES-BIRDYATES-BIRD, LLC.
CDBG-DR R3, Blue Roof Repair, Mitigation ProgramCost Breakdown
Photovoltaic System**PV System****a. 3KW DC W/ 9KWH/DAY Battery**

PV Panels	\$ 2,100.00
Rapid Shutdown Device/Transmitter	\$ 450.00
Battery	\$ 5,800.00
Invertor	\$ 4,550.00
Sub-Panel for Critical Loads & Materials	\$ 575.00
Racking System	\$ 725.00
Weatherproof Cover for Batteries	\$ 500.00

Subtotal:	\$ 14,700.00
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b. Installation

Subtotal:	\$ 3,724.54
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c. Assesment, Design and Commissioning

Pre-Assesment Inspection/Design/Permit	\$ 700.00
Re-commissioning/Tolls/Warranty	\$ 300.00
Final Inspection/Roofing Repair	\$ 200.00

Subtotal:	\$ 1,200.00
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d. Patent, Taxes, Insurances and Bond

Municipal Patent	\$ 98.12
Municipal Taxes	\$ 458.34
Insurances	\$ 403.62
P&P Bond	\$ 123.51

Subtotal:	\$ 1,083.59
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e. Overhead

Subtotal:	\$ 2,070.81
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f. Fee

Subtotal:	\$ 2,277.89
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Total PV System	\$ 25,056.83
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YATES-BIRD

YATES-BIRD, LLC.

CDBG-DR R3, Blue Roof Repair, Mitigation Program

Cost Breakdown
WSS Acquisition and Installation

WSS**a. Water Storage System**

500 Gallon Tank	\$	465.00
Pump & Float	\$	430.00
Pressure Tank	\$	175.00
Valves	\$	17.00
Water Filter	\$	10.00
Misc Piping and Material	\$	1,200.00

Subtotal:	\$	2,297.00
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b. Installation

Subtotal:	\$	820.00
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c. Assesment, Design and Inspection

Pre-Assesment Inspection & Design	\$	700.00
Final Inspection/Verification	\$	190.00

Subtotal:	\$	890.00
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d. Patent, Taxes, Insurances and Bond

Municipal Patent	\$	20.04
Municipal Taxes	\$	281.90
Insurances	\$	107.72
P&P Bond	\$	26.50

Subtotal:	\$	436.16
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e. Overhead

Subtotal:	\$	444.32
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f. Fee

Subtotal:	\$	488.75
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Total Water Storage System	\$	5,376.23
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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**EXHIBIT G-4
DEMOLITION OF EXISTING STRUCTURES COST FORM**

Request for Proposals
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
CDBG-DRMIT-RFP-2022-07
For April 2023 Negotiations

Name of Proposer: YATES-BIRD, L.L.C.

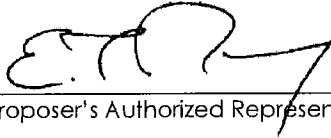
1. Demolition of Existing Structures⁽¹⁾ and Site Elements⁽²⁾:

Item Description	Units ⁽²⁾	Unit Price ⁽³⁾
Demolition of Existing Structures (Concrete) ⁽³⁾	Per Square Feet	\$24.00
Demolition of Existing Structures (Mixed Materials) ⁽⁴⁾	Per Square Feet	\$22.00
Demolition of Existing Structures (Wood) ⁽⁵⁾	Per Square Feet	\$14.75
Demolition of Site Elements (Reinforced Slab) ⁽⁶⁾	Per Square Feet	\$16.00
Demolition of Site Elements (Non-Reinforced Slab) ⁽⁷⁾	Per Square Feet	\$13.75

Notes on Cost Form:

- (1) Existing structures to be demolished by the Program(s), either under a reconstruction award for the construction of a new replacement home or under a relocation award to keep the land as green space, may differ in type of material, geometry, elevation, story height, and other factors. The demolition of these structures will be estimated using the dimensions of the exterior walls and the resulting square feet of the structure. Existing structures may have more than one (I) material of construction and, in general, may be classified as (I) concrete structures, (II) mixed material structures, and (III) wood structures. Additionally, existing structures may have more than one (I) stories. The area of each story shall be estimated regardless of the interior or exterior elevations and heights. Proposers are to provide reasonable cost for demolition per square feet for existing structures. Such cost will include (I) the demolition of foundations, floors, walls, roofs, eaves, overhangs, parapets, and any other element, component, material, and/or equipment of the existing structure; (II) the segregation, classification, transportation, and disposition of materials (including disposal fees) according to applicable laws and regulations; and (III) all costs and expenses associated to the performance of the work including labor, equipment, fuel, overhead, and profit, as well as any other administrative cost associated to the demolition works. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment. Costs of abatement activities are not included as part of the unit price as these will be estimated and compensated with the Program(s) Unit Price List.
- (2) Existing site elements to be demolished by the Program(s), either under a reconstruction award for the construction of a new replacement home or under a relocation award to keep the land as green space, may include (I) reinforced slabs-on-grade and/or (II) non-reinforced slabs-on-grade which include, but are not limited to, walkways, carports, swales, and others. The demolition of these site elements will be estimated using their dimensions and their resulting square feet. Proposers are to provide reasonable cost for demolition per square feet for existing site elements. Such cost will include (I) the demolition of the site elements; (II) the segregation, classification, transportation, and disposition of materials (including disposal fees) according to applicable laws and regulations; and (III) all costs and expenses associated to the performance of the work including labor, equipment, fuel, overhead, and profit, as well as any other administrative cost associated to the demolition works. PRDOH is not responsible for the reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment. Costs of abatement activities are not included as part of the unit price as these will be estimated and compensated with the Program(s) Unit Price List.
- (3) These types of structure are commonly built using concrete as the structure material and may include other types of materials such as masonry units. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure and shall be included as part of the demolition of structures unit price.

- (4) These types of structure are commonly built using a combination of materials for its foundations, floor, interior/exterior walls, roof system and others. A combination of concrete, masonry units, wood, corrugated metal and others may be part of this structure type. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure type and shall be included as part of the demolition of structures unit price.
- (5) These types of structures are commonly built using conventionally framed wood and might have structural metal components, wood panels, and corrugated metal (with or without insulation) for the roof system. Other non-hazardous materials, elements, components, finishes and/or equipment might be part of the existing concrete structure type, and these shall be included as part of the demolition of structures unit price.
- (6) Reinforcement materials may include steel rebars, wire mesh and others.
- (7) These may exist as site elements intended for access, egress, soil, erosion control, divert, manage, and control storm water, and others.

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WRREJP
EJPFL
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Proposer's Authorized Representative Signature

4/12/2023

Date

EDUARDO J PARDO

Proposer's Authorized Representative Printed Name



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment D

ATTACHMENT D
PERFORMANCE REQUIREMENTS
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2022-07

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INTRODUCTION

This document represents performance metrics and requirements for Construction Management Services. The Selected Proposer shall adhere to the requirements of this document. The Selected Proposer shall develop workplans, schedules, reports, and/or any other document as may be requested by PRDOH or its representative in connection with the metrics and requirements set forth in the contract. The Selected Proposer shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Selected Proposer is responsible for compliance with all aspects of the Scope of Work included as Attachment B.

The requirements and metrics included in these Minimum Performance Requirements may be modified, including the addition of new requirements based on the Program's development and implementation, at the discretion of PRDOH for the Program's Benefit.

LIQUIDATED DAMAGES & PENALTIES

The Proposer shall pay to PRDOH liquidated damages for each calendar day that a required deliverable is late until deemed in compliance, subject to a maximum to be established in the Contract between PRDOH and the Proposer. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH 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.

PERFORMANCE METRICS

TASK	SUBTASK	DELIVERABLES	TIMEFRAME
5. Deliverables and Milestones	5.1. Design Deliverables for Replacement Model Homes	Delivery of Conceptual Designs for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B)	Submittal within thirty (30) calendar days upon Contract execution.
	5.1.1. Conceptual Design (Phase I)		
	5.1.1.5. Schedule of Deliverables		
	5.1. Design Deliverables for Replacement Model Homes	Submittal of Design Development Deliverables (Three (3) Packages) (These shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings and detailed cost breakdown)	All Design Development deliverables to be submitted within ninety (90) calendar days from the "Approval" of Conceptual Design model homes. Three Packages: First package to be submitted within thirty (30) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 2 Bedroom model homes. Second Package to be submitted within sixty (60) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 3 Bedroom model homes. Third Package to be submitted within ninety (90) calendar days of the Conceptual Design approval. 1 Level & 2 Level – 4 Bedroom model homes.
6. Project Existing Conditions	5.1. Design Deliverables for Replacement Model Homes		
	5.1.2. Design Development (Phase II)	Filing -of OGPe "Plano Seguro" permit	Filed within fourteen (14) calendar days from the approval of each model home.
	5.1.2.9. Schedule of Deliverables		
6. Project Existing Conditions	6.1. Scope Site Walk and Initial Scope of Work	Development of a Scope of Work through an Assessment of site conditions.	Within ten (10) calendar days upon case assignment.

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TASK	SUBTASK	DELIVERABLES	TIMEFRAME
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	6.2.2. Asbestos Survey, Testing and Report		
	6.2. Task Order & Pre-Construction Deliverables	Reports on Lead-Based Inspection, Risk Assessment Testing	Submittal within twenty-one (21) days of Task Order issuance for Relevant Testing.
7. Construction Documents (Phase III)	7.6. Design & Permitting Packages Deliverables for R3 and SF-MIT Programs	Submittal of construction permit to the corresponding agency(ies)	Within forty-five (45) calendar days of the Task Order being issued.
	7.7. Construction Deliverables for R3 and SF-MIT	Submittal of Request of Substantial/Finishes Milestone Inspection	All work under a repair intent project must be completed within sixty (60) calendar days from Program's Issuance of Notice to Proceed (NTP) Deliverables for this task are subject to liquidated damages.
	7.7.1. Rehabilitation (Repair) Work		
	7.7. Construction Deliverables for R3 and SF-MIT	Submittal of Request of Substantial/Finishes Milestone Inspection	All work under a reconstruction project must be completed within one hundred and eighty (180) calendar days from Program's Issuance of Notice to Proceed (NTP) Deliverables for this task are subject to liquidated damages.
	7.7.2. Replacement Home Construction Work (Reconstruction)		
	7.8. Abatement-Specific Work for R3 Relocation Awards	Submittal of Abatement completion evidence Evidence includes information such as: abatement work plans, abatement permitting, actual abatement, and/or mitigation activities and clearance	All work under an abatement Task Order issued for the R3 Relocation must be completed within sixty (60) calendar days from the Issuance of Program's Task Order. Deliverables for this task are subject to liquidated damages.
	7.8.1. Abatement-Specific Work for R3 Relocation Awards		

TASK	SUBTASK	DELIVERABLES	TIMEFRAME
14. Tasks	14.1. Task 01: Construction Management/ Administration 14.1.3. Occupational Safety and Health	Prepared Construction Managers Safety Plan	Safety Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.
	14.1. Task 01: Construction Management/ Administration 14.1.4. Quality Control and Quality Assurance	Prepared Construction Managers Quality Plan	Quality Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.
	14.1. Task 01: Construction Management/ Administration 14.1.5. Solid Waste Management Plan	Prepared Solid Waste Management Plan	Solid Waste Management Plan shall be provided to the Program(s) within thirty (30) calendar days of Contract execution.

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END OF ATTACHMENT



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment E

INSURANCE REQUIREMENTS

Request for Proposals

Construction Management Services

Home Repair, Reconstruction and Relocation Program

Blue Roof Repair Program

Single Family Housing Mitigation Program

Home Energy and Water Resilience Installation and Incentive Sub Programs

Community Development Block Grant-Disaster Recovery

Community Development Block Grant-Mitigation

Puerto Rico Department of Housing

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SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES

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Request for Proposals: CDBG-DRMIT-RFP-2022-07

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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. Certifies check, or
- b. Bank draft

The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's List of Approval Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

- B. The successful **Contractor** and **Designer**, before the contract execution, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

1. (X) State Insurance Fund Workers' Compensation Insurance Policy for Contractor

The successful **Contractor** shall furnish the ***PRDOH** a certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE) covered by the Worker's Compensation Act No. 45 of the Government of Puerto Rico. The successful **Contractor** shall also be responsible for compliance with said "Worker's Compensation Act" by all his subcontractors and agents.

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2. (X) Commercial General Liability (Special Form) including the following insurance limits and coverage for Contractor and Designer

COVERAGE	Contractor LIMIT	Designer LIMIT
I. Commercial General Liability:		
• Each Occurrence	\$3,000,000	\$1,000,000
• General Aggregate	\$3,000,000	\$1,000,000
• Products & Complete Operations	\$2,000,000	\$1,000,000
• Personal Injury & Advertising	\$2,000,000	\$1,000,000
• Special Cover Asbestos Removal Contamination	\$5,000,000	
• Special Cover Lead Removal Contamination	\$5,000,000	
• Fire Damage	\$500,000 (Any one Fire)	\$50,000 (Any one Fire)
• Medical Expense	\$20,000.00 (Any one person)	\$5,000.00 (Any one person)
II. Employer's Liability Stop Gap:		
• Bodily Injury by Accident Each Employee Each Accident	\$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000

3. (X) Comprehensive Automobile Liability Form including the following insurance coverages for Contractor and Designer

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Contractor LIMIT	Designer LIMIT
Auto Liability - \$1,000,000	Auto Liability - \$500,000
Physical Damages - \$2,000,000	Physical Damages - \$500,000
Medical Payments - \$ 20,000	Medical Payments - \$ 5,000
The Commercial Auto cover must be applied to the following symbols:	The Commercial Auto cover must be applied to the following symbols:
Liability Coverage -1	Liability Coverage -1
Physical Damages – 2 and 8	Physical Damages – 2 and 8
Hired – Borrowed Auto – 8	Hired – Borrowed Auto – 8
Non-Owned Auto Liability – 9	Non-Owned Auto Liability – 9

4. (X) Professional Liability Insurance for Construction Management, and no limited to Architect and Engineers, Project Manager, Lead Construction Manager, Senior Project Manager, Contractor Professional Liability and Errors & Omissions for Contractors and Sub Contractors

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

(X) each occurrence \$2,000,000

(X) Aggregate \$5,000,000

(X) Deductible \$ 20,000

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

5. (X) Errors & Omissions Policy coverage for Designer (Claims made)

(X)A. Risk, interest, location and limits

(X)A.1 Description of work to be done

(X)A.2 Limit:

(X) each occurrence \$500,000

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(X) Aggregate \$500,000

(X) Deductible \$10,000

(X)A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

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6. (X) Cyber Liability for Contractor

Limit - \$5,000,000

7. (X) Employment Practices Liability for Contractor

Limit - \$2,000,000

8. (X) Environmental and Pollution Liabilities for Contractor

Limit - \$5,000,000

9. (X) Umbrella for Contractor

Limit - \$10,000,000

10. (X) Builder's Risk – 100% of Finished Value for Contractor

(X) a. Form for all risks including "DIC" earthquake and Flood

(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.

(X) c. The PRDOH, HUD and the Government of Puerto Rico must be included as additional insured.

11. (X) Payment and Performance Bond, Wage Payment Bond and Labor and Materials Payment Bond for Contractor

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Puerto Rico Department of Housing

(X) a. The successful **Contractor** must provide a Payment and Performance Bond 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 Laws of Puerto Rico.

(X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) e. Performance and payment bonds will be required for 100% of the contract price to cover the construction work and the standard one (1) year warranty/maintenance period after completion of the work.

12. (X) a. The policies to be obtained by the **Contractor** must contain the following endorsements including as ADDITIONAL INSURED: the **Puerto Rico Department of Housing (*PRDOH)**, **U.S. Department of Housing and Urban Development (*HUD)**, and the **Government of Puerto Rico**.

- (X) i.** Breach of warranty
- (X) ii.** Waiver and / or Release of Subrogation
- (X) iii.** Additional Insured Clause
- (X) iv.** Hold Harmless Agreement
- (X) v.** 30 Days Cancellation Clause

(X) b. Also, the policies to be obtained by the **Designer** must contain the following endorsements including as ADDITIONAL INSURED: **Construction Manager, Puerto Rico Department of Housing (*PRDOH)**, **U.S. Department of Housing and Urban Development (*HUD)**, and the **Government of Puerto Rico**.

- (X) i.** Breach of warranty
- (X) ii.** Waiver and / or Release of Subrogation
- (X) iii.** Additional Insured Clause

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- (X) iv. Hold Harmless Agreement
(X) v. 30 Days Cancellation Clause

13. (X) 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:
 - Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
 - Power of attorney, issued by the Insurer, in the name of its attorney-in-fact.
 - Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
3. 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.
4. 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.
5. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

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D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the ***PRDOH** 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 Contract Division of the ***PRDOH**: 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.
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 ***PRDOH**.
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

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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 ***PRDOH** under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER AS THE PRIME CONTRACTOR:

The successful proposer, 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, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Insurance Section of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period. In case of 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 bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

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In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Insurance Requirements shall prevail over any other insurance specifications.

*PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.

G. CERTIFICATE OF CONTRACT DIVISION

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:

CONSTRUCTION MANAGEMENT SERVICES

June 14, 2022

Revised: September 26, 2023

Joel O. Hernández Alvarado

Joel O. Hernández Alvarado
Deputy Director – Contract Administration
CDBG-DR Program



ATTACHMENT F

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/>.

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The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as 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 Puerto Rico Department of Housing (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.

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4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by 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.

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Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

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 C.F.R. 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 timelines 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, religion 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.

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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.

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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 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, 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

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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.

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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. §§ 3701-3708) 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. §§ 3141, et seq.) 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:

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- (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

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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.

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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 C.F.R. 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.

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- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 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 Exec. Order No. 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.

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As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

CLEAN AIR ACT

- 1)--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.
- 2)--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.

- 3)--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.

WATER POLLUTION CONTROL ACT

- 1)--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.*

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

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- 3)--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.

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *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 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 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. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, 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. § 7414) 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.

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- 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 of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the 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 the 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 75 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 75 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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 (46 U.S.C. § 5307) 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

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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.

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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 76-252, 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.

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34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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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.

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42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 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).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

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equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans,

loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service

involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

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51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF DOCUMENT

APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

YATES BIRD, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract for Construction Management Services for R3, BRR, SF-MIT, CEWRI-HEWRI and CEWRI-IP by and between the **Puerto Rico Department of Housing** and **Yates Bird, LLC**:

1. The expected subcontractor(s) in connection with the proposed contract¹ is (are) the following:

a. Name of individual or firm, including names of principals and principal stakeholders,

See attached list of expected Subcontractors and contract amounts.

b. Principal terms and conditions of the contractual relation and role of the subcontractor

Attached

c. Amount of proposed contract payable to each subcontractor

Attached.

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

a. Name of individual or firm, including names of principals or owners of the latter

NONE

b. Principal terms and conditions of the compensation sharing arrangement

NONE

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

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5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

[The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:]

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 19 day of May of 2023.

Eduardo Pardo
Signature

5/19/23
Date

Eduardo Pardo
Printed Name

Authorized Representative
Position

YATES-BIRD, LLC
PROJECT CDBG-DR-MIT

Subcontracted Firm	Owner/Principals	Subcontract Amount	Type of Subcontract	Role
A&R Dinamic General Contractor Corp.	Angela Márquez	\$ 250,000.00	Unit Based	General Repairs, Repairs (Plumbing & Electrical), Finishes, Civil & Site Works, Demolition, Concrete works.
AIRTECH SOLUTIONS, LLC	Miguel López	\$ 250,000.00	Unit Based	General Construction
AJR Contractors, LLC	Roberto Soto	\$ 250,000.00	Unit Based	General Construction
CAMEC Group Corp	Guillermo Espinal Perez	\$ 250,000.00	Unit Based	General Construction
Caussade Group LLC	Cesar Caussade	\$ 250,000.00	Unit Based	General Construction
Central Industrial Services	Enrique Pérez Vázquez	\$ 250,000.00	Unit Based	Abatement
Contractors Caribbean LLC	Ramón Castro	\$ 250,000.00	Unit Based	Roofing/Roof waterproofing, Paint works
CTS, Inc	Antonio Sanbago	\$ 250,000.00	Unit Based	Demolition - Concrete - Civil/Site (earthwork; retaining walls) - Plumbing (storm and sanitary sewer)
JC CONSTRUCTION LLC	Jorge Calderon	\$ 250,000.00	Unit Based	General Repairs, Repairs (Plumbing & Electrical), Finishes, Civil Works, Mechanical & Demolition
Demolition & Environmental Contractors	Daniel Caraballo	\$ 250,000.00	Unit Based	Abatement, Demolition
E&M Brothers Construction LLC	Michael J Rodriguez Matos	\$ 250,000.00	Unit Based	General Construction
E-Electrical Contractors	Edwin Santiago	\$ 250,000.00	Unit Based	General Construction
Egon Consulting	Edwin Gonzalez	\$ 250,000.00	Unit Based	General Construction
Estima Services LLC	Esteban Tossas	\$ 250,000.00	Unit Based	General Construction
Expert Energy Solutions LLC	Frank Monserrate	\$ 250,000.00	Unit Based	General Construction
Geo-Engineering LLC	Carlos Felipe	\$ 250,000.00	Unit Based/ Professional Services	Design & Engineering
GM Construction, Inc	Angel Grullón	\$ 250,000.00	Unit Based	General Construction
House Construction, LLC	Carlos Seguino	\$ 250,000.00	Unit Based	General Construction
JON Construction Inc.	Rafael Noble	\$ 250,000.00	Unit Based	General Construction
Jusino Construction Services, LLC	Joy Jusino	\$ 250,000.00	Unit Based	Demolition - Civil/Site - Concrete - Repairs (incl. Elect./Plumb.) - Finishes
L&A Contractor Inc.	Lourdes Fernandez	\$ 250,000.00	Unit Based	General Construction
L&R Contractors, INC	Luis López Cotto	\$ 250,000.00	Unit Based	General Construction
MONICA'S CONSTRUCTION, LLC	Monica Echavarria	\$ 250,000.00	Unit Based	General Construction
Pedro Alicea	Pedro F. Alicea	\$ 250,000.00	Unit Based/ Professional Services	Land Surveying services
PMCI General Contractors, LLC	Jean Paul Pepin	\$ 250,000.00	Unit Based	Demolition - Roofing/Roof waterproofing - Masonry - Mechanical - Repairs (incl. Elect./Plumb.) - Finishes
Professional Group Construction Inc	Josue M. Benitez	\$ 250,000.00	Unit Based	General Construction
PR General Contractors Inc	Ricardo Lloveras	\$ 250,000.00	Unit Based	Electrical, Finishes, Mechanical, Plumbing, Roof Waterproofing Work
Raymond Rivera Guindin, CSP	Raymond Rivera	\$ 250,000.00	Unit Based	General Construction
Rolei Electrica LLC	Juan P. Leiseca	\$ 250,000.00	Unit Based	Electrical work
ROSSI LUGO Architecture, LLC	Fernando Lugo	\$ 250,000.00	Unit Based/ Professional Services	Design & Engineering
SE Contractor, LLC	Ellud Serrano	\$ 250,000.00	Unit Based	Repairs (Electrical & Plumbing), Finishes, Masonry Works, Demolition, Roof Waterproof
SRM Builders LLC	Sergio Molina	\$ 250,000.00	Unit Based	Concrete work, Civil/Site work, Repairs, General Construction
TELECOMMSERV LLC	Alejandro Pruna	\$ 250,000.00	Unit Based	General Construction
Tiger Group, LLC	Andrés Rodríguez	\$ 250,000.00	Unit Based	General Construction
Transporte papito Inc.	Angel Trujillo	\$ 750,000.00	Unit Based	Demolition
Villami Cleaning Group Inc	Carlos Villamil	\$ 250,000.00	Unit Based	Demolition, Electrical, Finishes, Plumbing, Roof Waterproofing Work
YAC Construction Group Corp.	Alexis Cestay	\$ 500,000.00	Unit Based	General Construction



CONTRACTOR CERTIFICATION REQUIREMENT

JORGE L. SALA MORALES

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I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:
 - Jorge L. Sala Morales
 - Architect and Lead Design Manager
2. Neither the Contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has:
 - (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the Contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing

¹ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

² For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the Contractor.

³ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.

6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: the contractor certifies that he has no contractual relationship with any entity of the Government of Puerto Rico.⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

By: Jorge L. Sala Morales

Position: Architect and Lead Design Manager

Signature: _____

Date: September 5, 2023

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

CONTRACTOR CERTIFICATION REQUIREMENT

ROSSI-LUGO ARCHITECTURE, LLC

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I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

Rossi Lugo Architecture, LLC

Architects and Designers

2. Neither the Contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the Contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or

¹ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

² For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the Contractor.

³ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.

6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: MUN. TOA BAJA, ADM. DE TERRENOS, CORP ENLACE CAÑO MARTIN PEÑA AND PR CONVENTION CENTER

The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

By: Arch. Fernando Lugo

Signature: _____

Position: MANAGING PARTNER

Date: SEPTEMBER 6, 2023

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H

GOVERNMENT OF PUERTO RICO
PROJECT LABOR AGREEMENT
BETWEEN
PUERTO RICO DEPARTMENT OF HOUSING
AND
YATES-BIRD, L.L.C.

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ARTICLE 1. —LEGAL BASIS

This Project Labor Agreement (**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 (**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 (**Agency**), and Yates-Bird, L.L.C., as a contractor who employs construction workers for the Construction Project (**Contractor**).

ARTICLE 4. —CONSTRUCTION PROJECT

The Construction Project (**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

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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.

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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.

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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.

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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.

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Furthermore, each Contractor must make sure that non-skillful workers ("obreros 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

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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 October 3, 2023.

**PUERTO RICO DEPARTMENT OF
HOUSING**

YATES-BIRD, L.L.C.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 3, 2023 18:58 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Eduardo J Pardo
Eduardo J Pardo (Oct 2, 2023 16:29 EDT)

Eduardo José Pardo Vega
Authorized Representative

HUD-4010 Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

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- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee 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 under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

WRR The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- EJP (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- FL (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) 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 by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

A. APLICABILIDAD

El Proyecto o Programa al que se refiere el trabajo de construcción cubierto por este Contrato está siendo asistido por los Estados Unidos de América, y las siguientes Disposiciones de Normas Laborales Federales están incluidas en este Contrato de conformidad con las disposiciones aplicables a dicha asistencia federal.

(1) SALARIOS MÍNIMOS

- (i) Todos los trabajadores y mecánicos empleados o que trabajen en el sitio del trabajo serán pagados incondicionalmente y con una frecuencia no inferior a una vez por semana, y sin deducciones o descuentos subsiguientes en ninguna cuenta (excepto las deducciones de nómina permitidas por los reglamentos emitidos por el Secretario de Trabajo en virtud de la Ley Copeland (29 CFR Parte 3)), el monto total de los salarios y los beneficios complementarios de buena fe (o sus equivalentes en efectivo) adeudados al momento del pago, calculados a tasas no inferiores a las contenidas en la determinación del salario del Secretaría del Trabajo (que se adjunta al presente y forma parte del mismo), independientemente de cualquier relación contractual que pueda alegarse que existe entre el contratista y dichos trabajadores y mecánicos. Las contribuciones hechas o los costos razonablemente anticipados por beneficios complementarios de buena fe bajo la Sección 1(b)(2) de la Ley Davis-Bacon en nombre de trabajadores o mecánicos se consideran salarios pagados a dichos trabajadores o mecánicos, sujeto a las disposiciones de 29 CFR 5.5 (a)(1)(iv); también, las contribuciones periódicas realizadas o los costos incurridos durante más de un período semanal (pero con una frecuencia no inferior a la trimestral) en virtud de planes, fondos o programas que cubran el período semanal en particular, se considerarán realizados o incurridos de manera constructiva durante dicho período semanal.

Dichos trabajadores y mecánicos recibirán el salario correspondiente y los beneficios complementarios según la determinación del salario para la clasificación del trabajo realmente realizado, sin tener en cuenta la habilidad, excepto según lo dispuesto en 29 CFR 5.5(a)(4).

Los trabajadores o mecánicos que realicen trabajos en más de una clasificación podrán ser compensados a la tarifa especificada para cada clasificación por el tiempo realmente trabajado en la misma: Siempre que los registros de nómina del empleador establezcan con precisión el tiempo empleado en cada clasificación en la que se realiza el trabajo. El contratista y sus subcontratistas deberán publicar en todo momento la determinación del salario (incluida cualquier clasificación adicional y tarifas salariales conforme a 29 CFR 5.5(a)(1)(ii) y el cartel de Davis-Bacon (WH1321)) en el sitio de la obra en un lugar visible y accesible, donde los trabajadores puedan verla fácilmente.

(ii) Clasificaciones Adicionales.

- (A) Cualquier clase de trabajadores o mecánicos que no figuren en la determinación del salario y que deban emplearse en virtud del contrato se clasificarán de conformidad con la determinación del salario. HUD aprobará una clasificación adicional y una tasa de salario y beneficios complementarios solo cuando se cumplan los siguientes criterios:
- (1) El trabajo para realizar por la clasificación solicitada no es realizado por una clasificación en la determinación del salario;
 - (2) La clasificación es utilizada en el área por la industria de la construcción; y
 - (3) La tasa salarial propuesta, incluidos los beneficios complementarios de buena fe, tiene una relación razonable con las tasas salariales contenidas en la determinación del salario.
- (B) Si el contratista, los trabajadores y los mecánicos que se emplearán en la clasificación (si se conocen), o sus representantes, y HUD o su designado acuerdan la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda), HUD o su designado enviará un informe de la acción tomada al Administrador de la División de Horas y Salarios ("Administrador"), Administración de Normas Laborales, Departamento de Trabajo de EE. UU., Washington, D.C. 20210. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada acción de clasificación adicional dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se requiere de tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto ("OMB") bajo el número de control OMB 1235-0023).
- (C) En caso de que el contratista, los trabajadores o mecánicos que se emplearán en la clasificación o sus

representantes, o HUD o su designado no estén de acuerdo con la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda), HUD o su designado remitirá las preguntas, incluidas las opiniones de todas las partes interesadas y la recomendación de HUD o su designado, al Administrador para su determinación. El Administrador, o un representante autorizado, emitirá una determinación dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se necesita tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

(D) El salario (incluidos los beneficios complementarios, cuando corresponda) determinado de conformidad con los subpárrafos (1)(ii)(B) o (C) de este párrafo, se pagará a todos los trabajadores que realicen trabajos en la clasificación conforme a este Contrato desde el primer día en que se realiza el trabajo en la clasificación.

(iii) Siempre que la tasa de salario mínimo prescrita en el contrato para una clase de trabajadores o mecánicos incluya un beneficio adicional que no se exprese como una tarifa por hora, el contratista deberá pagar el beneficio según se establece en la determinación del salario o deberá pagar otro bono beneficio marginal de buena fe o un equivalente en efectivo por hora del mismo.

(iv) Si el contratista no realiza pagos a un fideicomisario u otra tercera persona, el contratista puede considerar como parte de los salarios de cualquier trabajador o mecánico el monto de cualquier costo razonable anticipado al proporcionar beneficios complementarios de buena fe bajo un plan o programa, siempre que la Secretaría del Trabajo haya determinado, previa solicitud por escrito del contratista, que se han cumplido las normas aplicables de la Ley Davis-Bacon. La Secretaría del Trabajo podrá requerir al contratista que aparte en una cuenta separada activos para el cumplimiento de las obligaciones bajo el plan o programa. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

(2) **Retenciones.** HUD o su designado deberá, por su propia acción o por solicitud por escrito de un representante autorizado del Departamento de Trabajo de EE. UU., retener o hacer que se retenga del contratista en virtud de este contrato o cualquier otro contrato federal con el mismo contratista principal, o cualquier otro contrato con asistencia federal sujeto a los requisitos de salario prevaleciente de Davis-Bacon que esté en manos del mismo contratista principal, tanto de los pagos o anticipos devengados según se considere necesario para pagar a los trabajadores y mecánicos, incluidos los aprendices, personas en entrenamiento y ayudantes, empleados por el contratista o cualquier subcontratista, el monto total de los salarios requeridos por el contrato. En caso de que no se pague a cualquier trabajador o mecánico, incluido cualquier aprendiz, persona en entrenamiento o ayudante, empleados o que trabaje en el sitio de trabajo, la totalidad o parte de los salarios requeridos por el contrato, HUD o su designado puede, después de un aviso por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier otro pago, adelanto o garantía de fondos hasta que tales violaciones hayan cesado. HUD o su designado puede, después de una notificación por escrito al contratista, desembolsar dichos montos retenidos por y a cuenta del contratista o subcontratista a los respectivos empleados a quienes se les adeuda. El Departamento de Trabajo de los Estados Unidos hará tales desembolsos en el caso de contratos directos de la Ley Davis-Bacon.

(3) **Nóminas y registros básicos.**

(i) **Mantenimiento de registros de nómina.** Las nóminas y los registros básicos relacionados con las mismas deberán ser mantenidos por el contratista durante el curso del trabajo y conservados por un período de tres años a partir de entonces para todos los trabajadores y mecánicos que laboren en el sitio del trabajo. Dichos registros deberán contener el nombre, la dirección y el número de seguro social de cada trabajador, su(s) clasificación(es) correcta(s), las tarifas por hora de los salarios pagados (incluidas las tasas de contribuciones o los costos previstos para los beneficios complementarios de buena fe o los equivalentes en efectivo de los mismos de los tipos descritos en la Sección 1(b)(2)(B) de la Ley Davis-Bacon), el número de horas diarias y semanales trabajadas, las deducciones realizadas y los salarios reales pagados.

Siempre que la Secretaría del Trabajo haya determinado, conforme a 29 CFR 5.5(a)(1)(iv), que los salarios de cualquier trabajador o mecánico incluyen el monto de cualquier costo anticipado razonablemente al brindar beneficios bajo un plan o programa descrito en la Sección 1(b)(2)(B) de la Ley Davis-Bacon, el contratista deberá mantener registros que demuestren que el compromiso de proporcionar dichos beneficios es exigible, que el plan o programa es financieramente responsable y que el plan o programa ha sido comunicados por escrito a los trabajadores o mecánicos afectados, y registros que muestren los costos previstos o el costo real incurrido en la prestación de dichos beneficios.

Los contratistas que empleen aprendices o personas en entrenamiento bajo programas aprobados deberán mantener evidencia escrita del registro de los programas de aprendices y la certificación de los programas de aprendizaje, el

registro de los aprendices y personas en entrenamiento, y las proporciones y tarifas salariales prescritas en los programas aplicables. (Aprobado por la Oficina de Gerencia y Presupuesto bajo los Números de Control OMB 1235-0023 y 1215-0018)

(ii) **Informes Certificados de Nómina.**

- (A) El contratista deberá presentar semanalmente, por cada semana en la que se realice cualquier trabajo por contrato, una copia de todas las nóminas a HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o propietario, según sea el caso, para su transmisión a HUD o a su designado. Las nóminas enviadas deberán establecer de manera precisa y completa toda la información que se requiere mantener según 29 CFR 5.5(a)(3)(i), exceptuando los números de seguro social completos y las direcciones de las casas que no se incluirán en las transmisiones semanales. En cambio, las nóminas solo deben incluir un número de identificación individual para cada empleado (por ejemplo, los últimos cuatro dígitos del número de seguro social del empleado). La información de nómina semanal requerida se puede enviar en cualquier forma deseada. El formulario opcional WH-347 está disponible para este propósito en el sitio web de la División de Horas y Salarios en <https://www.dol.gov/agencies/whd/forms> o en su sitio sucesor. El contratista primario es responsable de la presentación de copias de las nóminas por parte de todos los subcontratistas.

Los contratistas y subcontratistas deberán mantener el número de seguro social completo y la dirección actual de cada trabajador cubierto, y deberán proporcionarlos a pedido del HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o al propietario, según sea el caso, para que las transmita al HUD o su designado, al contratista o a la División de Horas y Salarios del Departamento de Trabajo de los EE. UU. para fines de una investigación o auditoría de cumplimiento de los requisitos salariales vigentes. No es una violación de este subpárrafo que un contratista principal requiera que un subcontratista proporcione direcciones y números de seguro social al contratista principal para sus propios registros, sin la presentación semanal al HUD o su designado. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0008).

- (B) Cada nómina presentada deberá estar acompañada de una "Declaración de Cumplimiento", firmada por el contratista o subcontratista o su agente que paga o supervisa el pago de las personas empleadas bajo el contrato y deberá certificar lo siguiente:
- (1) Que la nómina para el período de nómina contiene la información que debe proporcionarse según 29 CFR 5.5(a)(3)(ii), la información adecuada se mantiene según 29 CFR 5.5(a)(3)(i), y que dicha información es correcta y completa;
 - (2) Que a cada trabajador o mecánico (incluido cada ayudante, aprendiz y persona en entrenamiento) empleado bajo contrato durante el período de nómina se le haya pagado el salario semanal completo que haya ganado, sin descuento, ya sea directa o indirectamente, y que no se hayan hecho deducciones ya sea directa o indirectamente de los salarios completos ganados, que no sean las deducciones permitidas según lo establecido en 29 CFR Parte 3;
 - (3) Que a cada trabajador o mecánico se le haya pagado no menos de las tasas salariales aplicables y beneficios marginales o equivalentes en efectivo para la clasificación del trabajo realizado, como se especifica en la determinación salarial aplicable incorporada en el contrato; y
- (C) La presentación semanal de una certificación debidamente ejecutada establecida en el reverso del formulario opcional WH-347 que cumpla con el requisito de presentación de la "Declaración de cumplimiento" requerida por el subpárrafo (a)(3)(ii)(b).
- (D) La falsificación de cualquiera de las certificaciones anteriores puede someter al contratista o subcontratista a un proceso civil o penal conforme a la Sección 1001 del Título 18 y la Sección 3729 del Título 31 del Código de los Estados Unidos.

- (iii) El contratista o subcontratista deberá hacer que los registros requeridos bajo el subpárrafo (a)(3)(i) estén disponibles para inspección, copia o transcripción por parte de representantes autorizados de HUD o su designado o del Departamento del Trabajo de los EE. UU., y permitirá a tales representantes entrevistar a los empleados durante las horas de trabajo estando en el trabajo. Si el contratista o subcontratista no presenta los registros requeridos o no los pone a disposición, HUD o su designado puede, después de notificar por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier pago adicional, anticipo o garantía de fondos. Además, la falta de presentación de los registros requeridos a petición o de no poner dichos registros a disposición puede ser motivo de acción de inhabilitación de conformidad con 29 CFR 5.12.

(4) **Aprendices y Personas en entrenamiento.**

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- (i) **Aprendices.** A los aprendices se les permitirá trabajar a una tarifa inferior a la predeterminada por el trabajo que realizaron cuando estén empleados de conformidad con un programa de aprendizaje de buena fe registrado individualmente en el Departamento del Trabajo de los EE. UU., Administración de Empleo y Capacitación, Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o con una Agencia Estatal de Aprendizaje reconocida por la Oficina, o si una persona está empleada en sus primeros 90 días de empleo a prueba como aprendiz en dicho programa de aprendizaje, que no está registrado individualmente en el programa, pero que ha sido certificado por la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices (cuando corresponda), para ser elegible para un empleo de prueba como aprendiz.

La proporción permitida de aprendices a jornaleros en el sitio de trabajo en cualquier clasificación de oficio no será mayor que la proporción permitida al contratista en cuanto a la fuerza de trabajo total bajo el programa registrado. Cualquier trabajador que figure en una nómina con una tasa de salario de aprendiz, que no esté registrado o empleado de otra manera como se indicó anteriormente, recibirá un pago no inferior a la tasa de salario aplicable en la determinación del salario para la clasificación del trabajo realmente realizado. Además, cualquier aprendiz que realice un trabajo en el sitio de trabajo que exceda la proporción permitida por el programa registrado deberá recibir un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado. Cuando un contratista esté realizando la construcción de un proyecto en una localidad distinta a la que tiene registrado su programa, se observarán las proporciones y tarifas salariales (expresadas en porcentajes de la tarifa por hora del jornalero) especificadas en el programa registrado del contratista o subcontratista.

A cada aprendiz se le debe pagar a un nivel no menor a la tarifa especificada en el programa registrado para el nivel de progreso del aprendiz, expresada como un porcentaje de la tarifa por hora del jornalero especificada en la determinación salarial aplicable.

Los aprendices recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendizaje.

Si el programa de aprendizaje no especifica los beneficios complementarios, los aprendices deben recibir el monto total de los beneficios complementarios que figuran en la determinación del salario para la clasificación aplicable. Si el Administrador determina que prevalece una práctica diferente para la clasificación de aprendiz aplicable, los beneficios complementarios se pagarán de acuerdo con esa determinación. En caso de que la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices reconocida por la Oficina, retire la aprobación de un programa de aprendices, el contratista ya no podrá utilizar aprendices a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (ii) **Personas en entrenamiento.** Salvo lo dispuesto en 29 CFR 5.16, no se permitirá que las personas en entrenamiento trabajen a una tarifa inferior a la predeterminada por el trabajo realizado, a menos que estén empleados de conformidad con un programa que haya recibido aprobación previa, evidenciado por una certificación formal del Departamento de Trabajo, Administración de Empleo y Capacitación de EE. UU. La proporción de personas en entrenamiento a jornaleros en el lugar de trabajo no será mayor que lo permitido según el plan aprobado por la Administración de Empleo y Capacitación. A cada persona en entrenamiento se le debe pagar a no menos de la tarifa especificada en el programa aprobado para el nivel de progreso de la persona en entrenamiento, expresada como un porcentaje de la tarifa por hora especificada del jornalero en la determinación salarial aplicable. Las personas en entrenamiento recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendices. Si el programa de entrenamiento no menciona los beneficios complementarios, a las personas en entrenamiento se les pagará el monto total de los beneficios complementarios enumerados en la determinación del salario, a menos que el Administrador de la División de Horas y Salarios determine que existe un programa de aprendizaje asociado con la tasa salarial del oficial correspondiente en la determinación del salario que prevé menos de los beneficios complementarios completos para los aprendices. Cualquier empleado que figure en la nómina con una tarifa de persona en entrenamiento que no esté registrado y que no participe en un plan de capacitación aprobado por la Administración de Empleo y Capacitación recibirá un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado.

Además, a cualquier persona en entrenamiento que realice labores en el sitio de trabajo que exceda la proporción permitida por el programa registrado se le pagará no menos que la tarifa salarial aplicable en la determinación del salario por el trabajo realmente realizado. En caso de que la Administración de Empleo y Capacitación retire la aprobación de un programa de capacitación, el contratista ya no podrá utilizar personas en entrenamiento a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (iii) **Igualdad de oportunidades de empleo.** La utilización de aprendices, personas en entrenamiento y jornaleros bajo 29 CFR Parte 5 deberá estar en conformidad con los requisitos de igualdad de oportunidades de empleo de la Orden

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Ejecutiva 11246, enmendada, y 29 CFR Parte 30.

- (5) **Cumplimiento de los requisitos de la Ley Copeland.** El contratista deberá cumplir con los requisitos de 29 CFR Parte 3, que se incorporan por referencia en este Contrato.
- (6) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas contenidas de los subpárrafos (1) al (11) en este párrafo (a) y cualquier otra cláusula que HUD o su designado pueda requerir, mediante las instrucciones apropiadas, y una copia de la correspondiente decisión sobre el salario prevaleciente, y también una cláusula que requiere que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de todas las cláusulas del contrato en este párrafo.
- (7) **Terminación del contrato; exclusión.** El incumplimiento de las cláusulas del contrato en 29 CFR 5.5 puede ser motivo de rescisión del contrato y de inhabilitación como contratista y subcontratista según lo dispuesto en 29 CFR 5.12.
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WORE (8) **Cumplimiento con los Requisitos de la Ley Davis-Bacon y Leyes Relacionadas.** Todos los fallos e interpretaciones de Davis-Bacon y Actos Relacionados contenidos en 29 CFR Partes 1, 3 y 5 se incorporan aquí por referencia en este Contrato.
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EJP (9) **Controversias relativas a las normas laborales.** Las disputas que surjan de las disposiciones sobre normas laborales de este Contrato no estarán sujetas a la cláusula general de disputas de este Contrato. Dichas disputas se resolverán de acuerdo con los procedimientos del Departamento de Trabajo de los EE. UU. establecidos en 29 CFR Partes 5, 6 y 7. Las disputas dentro del significado de esta cláusula incluyen disputas entre el contratista (o cualquiera de sus subcontratistas) y HUD o su designado, el Departamento de Trabajo de los Estados Unidos, o los empleados o sus representantes.
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FL (10) **Certificación de la elegibilidad.**
- (i) Al celebrar este Contrato, el contratista certifica que ni él (ni él o ella) ni ninguna persona o firma que tenga un interés en la firma del contratista es una persona o firma inelegible para adjudicarse contratos del Gobierno en virtud de la Sección 3 (a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para recibir contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (ii) Ninguna parte de este Contrato se subcontratará a ninguna persona o firma que no sea elegible para la adjudicación de un contrato del Gobierno en virtud de la Sección 3(a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para ser adjudicado contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (iii) Cualquier persona que a sabiendas haga, presente o envíe una declaración, representación o certificación falsa, ficticia o fraudulenta está sujeta a sanciones penales, civiles y/o administrativas, incluidas multas, sanciones y encarcelamiento (p. ej., 18 U.S.C. §§ 287, 1001, 1010, 1012, 31 USC §§ 3729, 3802).
- (11) **Quejas, Procedimientos o Testimonio de los Empleados.** Ningún trabajador o mecánico, a quien se apliquen las disposiciones sobre sueldos, salarios u otras normas laborales de este Contrato, será despedido o discriminado de ninguna otra manera por parte del contratista o cualquier subcontratista porque dicho empleado haya presentado una queja o instituido o causado a haber iniciado cualquier procedimiento o ha declarado o está a punto de declarar en cualquier procedimiento bajo o relacionado con las normas laborales aplicables en virtud de este Contrato a su empleador.

B. LEY DE NORMAS DE SEGURIDAD Y HORAS DE TRABAJO POR CONTRATO

Las disposiciones de este párrafo (b) se aplican cuando el monto del contrato principal excede los \$100,000. Tal como se usa en este párrafo, los términos "obreros" y "mecánicos" incluyen vigilantes y guardias.

- (1) **Requisitos de horas extras.** Ningún contratista o subcontratista que contrate para cualquier parte del trabajo del contrato, que pueda requerir o involucrar el empleo de trabajadores o mecánicos, requerirá o permitirá que dicho trabajador o mecánico en cualquier semana laboral en la que el individuo esté empleado en dicho trabajo trabaje en exceso de 40 horas en dicha semana laboral, a menos que dicho trabajador o mecánico reciba una compensación a una tasa no inferior a una vez y media la tasa básica de pago por todas las horas trabajadas en exceso de 40 horas en dicha semana laboral.
- (2) **Violación; responsabilidad por salarios no pagados; daños y perjuicios.** En caso de cualquier violación de la cláusula establecida en el inciso B (1) de este párrafo, el contratista, y cualquier subcontratista responsable por ello, será responsable por los salarios no pagados. Además, dicho contratista y subcontratista serán responsables ante los Estados Unidos (en el caso de trabajos realizados bajo contrato para el Distrito de Columbia o un territorio, ante dicho Distrito o territorio) por daños y perjuicios. Dichos daños y perjuicios se calcularán con respecto a cada trabajador o mecánico individual, incluidos los vigilantes y guardias, empleados en violación de la cláusula establecida en el subpárrafo B(1) de este párrafo, en la suma establecida por el Departamento de Trabajo de los EE. UU. en 29 CFR 5.5(b)(2) por cada día calendario en el que se requirió o permitió que dicha persona trabajara más de la semana laboral estándar de 40 horas sin

el pago de los salarios por horas extras requeridos por la cláusula establecida en el subpárrafo B(1) de este párrafo. De acuerdo con la Ley Federal de Ajuste de Sanciones Civiles por Inflación de 1990 (28 U.S.C. § 2461 Note), el DOL ajusta esta sanción monetaria civil por inflación a más tardar el 15 de enero de cada año.

- (3) **Retención por salarios no pagados y daños y perjuicios.** HUD o su designado deberá, por su propia acción o previa solicitud por escrito de un representante autorizado del Departamento de Trabajo de los EE. UU., retener o hacer que se retenga cualquier dinero pagadero a cuenta del trabajo realizado por el contratista o subcontratista en virtud de dicho contrato, o cualquier otro contrato federal con el mismo contrato principal, o cualquier otro contrato con asistencia federal sujeto a la Ley de estándares de seguridad y horas de trabajo por contrato que esté en manos del mismo contratista principal, las sumas que se determinen como necesarias para satisfacer cualquier responsabilidad de dicho contratista o subcontratista por salarios no pagados y daños y perjuicios, según lo dispuesto en la cláusula establecida en el subpárrafo B(2) de este párrafo.

- (4) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas establecidas en el subpárrafo B (1) a (4) de este párrafo y también una cláusula que requiera que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de las cláusulas establecidas en los subpárrafos B (1) a (4) de este párrafo.

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C. SALUD Y SEGURIDAD

Las disposiciones de este párrafo (c) se aplican cuando el monto del contrato principal excede los \$100,000.

- (1) No se le exigirá a ningún trabajador o mecánico que trabaje en un entorno o en condiciones de trabajo insalubres, riesgosas o peligrosas para su salud y seguridad, según lo determinen las normas de seguridad y salud en la construcción promulgadas por la Secretaría del Trabajo mediante reglamentos.
- (2) El contratista deberá cumplir con todos los reglamentos emitidos por el la Secretaria del Trabajo de conformidad con 29 CFR Parte 1926 y el incumplimiento puede resultar en la imposición de sanciones de conformidad con la Ley de Normas de Seguridad y Horas de Trabajo por Contrato, (Ley Pública 91-54, 83 Stat 96), 40 U.S.C. § 3701 y siguientes.
- (3) El contratista deberá incluir las disposiciones de este párrafo en cada subcontrato, de modo que dichas disposiciones sean vinculantes para cada subcontratista. El contratista tomará las medidas con respecto a cualquier subcontratista que la Secretaría de Vivienda y Desarrollo Urbano o la Secretaría del Trabajo indiquen como un medio para hacer cumplir dichas disposiciones.

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Attachment J

"General Decision Number: PR20230003 01/06/2023

Superseded General Decision Number: PR20220003

State: Puerto Rico

Construction Type: Residential

Counties: Puerto Rico Statewide.

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WRR RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

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EJP Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

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01/06/2023

SUPR1993-002 10/29/1993

	Rates	Fringes
CARPENTER.....	\$ 7.25 **	.65
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25 **	
<u>WRR</u> WORR ELECTRICIAN.....	\$ 7.25 **	.64
<u>EJP</u> EJP IRONWORKER.....	\$ 7.25 **	.63
Laborer, Unskilled.....	\$ 7.25 **	.36
<u>FL</u> FL PAINTER.....	\$ 7.25 **	
<u>JS</u> JS PLUMBER.....	\$ 7.25 **	.56
Power equipment operators:		
Cranes.....	\$ 7.25 **	1.14
Diggers.....	\$ 7.25 **	
TRUCK DRIVER.....	\$ 7.25 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20). Please see the Note at the top of the wage determination for more information.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

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WRR PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment K

ATTACHMENT K NON-CONFLICT OF INTEREST CERTIFICATION

YATES BIRD, LLC

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The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced 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.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

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Signature

5/19/23

Date

Eduardo Pardo

Printed Name

Authorized Representative

Position



18.

NON-CONFLICT OF INTEREST CERTIFICATION

JORGE L. SALA MORALES

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The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced 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.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."


Signature

Jorge L. Sala Morales
Printed Name

September 5, 2023
Date

Lead Design Manager
Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

NON-CONFLICT OF INTEREST CERTIFICATION

ROSSI-LUGO ARCHITECTURE, LLC

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The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, 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) requested or 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 or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced 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.

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Signature

Arch. Fernando Lugo Agudo

Printed Name

September 1, 2023

Date

Managing Partner

Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT L

ACKNOWLEDGMENT STATEMENT OF
TASKS PERTAINING TO DESIGN IN THE SCOPE OF WORK OF
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RPF-2022-07

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As part of the CDBG-DRMIT-RFP-2022-07 the Puerto Rico Department of Housing (**PRDOH**) expressed its interest in contracting Construction Management services to assist with the implementation and administration of the Home Repair, Reconstruction, or Relocation Program (**R3**), the Blue Roof Program (**BRR**) under the CDBG-DR Program, and the Single-Family Housing Mitigation Program (**SF-MIT**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the CDBG-MIT grants. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. The intention is to support PRDOH objectives of ensuring compliance with all CDBG-DR/MIT, HUD, and applicable federal and local requirements. The beforementioned process resulted in the award of a contract to **YATES-BIRD, L.L.C.** for the amount of **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**, which for the purpose of this document will be defined as the **Contractor**.

JORGE L. SALA MORALES, currently has a subcontract with the **Contractor** to perform the tasks related to architectural and engineering design pertaining to the contract awarded as part of the CDBG-DRMIT-RFP-2022-07.

This Acknowledgement Statement is hereby adopted pursuant to the provisions in 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 LPRA §§ 711—711z.

The purpose of this document is to define in **Section I** the architectural and engineering design tasks that will be executed by **JORGE L. SALA MORALES**, hereafter the **Designer**. Hence, the **Designer** hereby explicitly assumes the execution of those tasks observing full responsibility to comply with **Attachment M** (Minimum Architectural and Design Standards) and local and federal regulation requirements. All other tasks pertaining to the Scope of Work in the Contract between the **Contractor** and PRDOH that are not included in Section I of this Acknowledgement will be performed by the **Contractor** as agreed.

I- Design Tasks Related to the Scope of Work¹

4.1 Staff Requirements

4.2.2 Lead Design Manager

The resource assigned as the Lead Design Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the Puerto Rico College of Architects and Landscape Architects (CAAPPR for its Spanish acronym) and/or the Puerto Rico College of Engineers and Land Surveyors (CIAPR for its Spanish acronym); active registration in 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 in the design of housing or residential projects.

The Lead Design Manager shall work under the direct supervision of the Senior Project Manager to control the site planning, design, and production of the projects. The Lead Design Manager shall meet regularly with the Senior Project Manager and Construction Manager to communicate trends, patterns and identifying overall strategies, design efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving feasible and cost reasonable design solutions; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects schedule and production, particularly to those activities related to the design phase; communicating and informing any project schedule deviation and impact to the Senior Project Manager and Lead Construction Manager; assigning tasks and managing the design team's personnel; identifying and allocating resources for the design phase production; owning and pursuing outstanding design issues until resolved; promoting inter-team communication and keeping all the design team informed; managing the staff and group leaders of the design team; coordinating and communicating with stakeholders and consultants' to ensure on-time delivery of design tasks and deliverables such as, schematic design, design development, construction documents, permitting process, submittals, request for information, supplementary drawings, as-built documents, occupancy permit requirements, applicable codes, regulations and green building standards; evaluating and complying with Environmental Review Record; providing and complying with the State Historic Preservation Office (SHPO), permitting agency(ies), any other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Construction Manager as the subject matter expert and design expertise; assisting the Senior Project

¹ The numbering of the sections is according as they appear in the original Scope of Work of CBDG-DRMIT-RFP-2022-07.

Manager in risk management for the design and/or permitting process; assisting the Senior Project Manager in the evaluation of the design team staff and performance; assisting the Senior Project Manager controlling the budget for the design phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard for the design phase; coordinating the design team site visits and reporting to ensure adherence to the project intent, quality standards and Quality Plan; ensuring compliance of the projects requirements related to the Program(s) requirements and contract; developing and pursuing deadlines, and production goals; coordinating components of projects to ensure on-time delivery of Task Orders and projects; proactively evaluating, identifying trends and patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Construction Manager, design, permitting, construction and support teams; assuming responsibility for the product of the design team; promoting practical, feasible, cost reasonable design solutions to provide applicants homes in a timely manner; promoting ethical behaviors and work ethic within the design team; evaluating, implementing, identifying and taking the corresponding actions related to AFWAM within the different team, staff, support areas and subcontractors providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors (when applicable); any other function required to support the success of the Program(s).

The Lead Design Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; they must possess academic, technical proficiency, and practical knowledge in site planning, architectural design, applicable codes, regulations, standards, sustainable design, green building requirements and compliance; shall possess contract, scope of work, budget, production, design and cost reasonableness knowledge and team management skills; must pursue the overall scope and design efficiency of design solutions in a time accelerated environment; and shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program as contracted.

The Construction Management Firm's Architect of Record (AOR) is not required to be the Lead Design Manager. The medullar responsibilities of the Lead Design Managers include administering the production of the design and permitting phase and serving as liaison to support construction activities in pursuit of efficient project completion. To promote higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract, or until requested by the PRDOH, two (2) Lead Design Managers to support the Program(s).

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7. Design Deliverables for Replacement Model Homes

The PRDOH will require three (3) phases of design deliverables for replacement model homes, implemented under the reconstruction venue of the Program(s). The first phase of design deliverable is the Conceptual Design which will be submitted by the Proposers as part of the RFP submission package with the design of a single-story 2-bedroom and a two-story 2-bedroom model home. Upon contract execution, the Construction Managers must submit the remaining model home variations conceptual design with the requirements described in the corresponding section of this document. The second phase of design deliverables is Design Development, which will be provided upon the approval of the conceptual design model home variations by the PRDOH.

The third phase is the Construction Documents upon implementation of the Program(s) and an issued Task Order, (refer to Section 7 of this document). The deliverables of Phase III (Construction Documents) shall be performed by the Construction Managers during the implementation of the Program(s) and prior a Notice to Proceed.

5.1.1 Conceptual Design (Phase I)

Proposers must submit all the necessary information to clearly explain the proposed design intent. Design feasibility, cost reasonableness, ease of construction, and time efficiency are highly important concepts in the Program(s). The proposed designs shall comply with the Program(s) Minimum Architectural and Design Standards (**Attachment M**) and the Construction Managers Selected Green Building Standard.

5.1.1.1 Narrative

The Proposers shall submit a technical narrative for the model homes which, additionally to describing the overall design intent, set forth:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality; and
11. Design strategies to promote cost reasonableness and efficiency.
12. Any necessary strategies to meet the criteria and designated budgets set forth in this Scope of Work.

5.1.1.2 Drawings

The Proposers shall provide the conceptual architectural design drawings for the proposed model homes. The model home design will be illustrated in floor plan, roof plan, four (4) elevations, and two (2) sections drawings (transversal and longitudinal sections). The drawings shall include the following minimum information:

1. Model home type;
2. Model home total square feet and its distribution amongst the different spaces;
3. Name and square feet area of each space (including but not limited to front porch, kitchen, living/dining area, bedrooms and others);
4. General and partial dimensions; and
5. Graphic scale.

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A "flat lot" will be used as a hypothetical condition. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be depicted. The conceptual design drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. These drawings shall be consistent with the narrative, tridimensional color renderings and produced in standard commercial software like AutoCAD® or Revit®.

5.1.1.3 Renderings

The Proposers shall provide tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and kitchen area. The renderings shall be consistent with the narrative and drawing submission and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.1.4 Document Format

The conceptual design pamphlet shall be submitted as a digital copy and shall be provided in PDF format. The pamphlet shall include the narrative, drawings, and renderings in a 11x17 tabloid/landscape format. Digital files must be provided in a flash drive and/or web-based platform as requested by the Program(s). The pamphlet will have the following order:

1. Cover page;
2. Design narrative;
3. Architectural drawings; and
4. Tridimensional color renderings.

5.1.1.5 Schedule of Deliverables

Time and efficiency are of the essence to the Program(s). Upon contract execution, the Proposers shall provide the conceptual design deliverables for the model home variations within the following timeline:

- Conceptual Design deliverables for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) are to be submitted within **thirty (30) calendar days** from contract execution.
- "ADA" features and details shall be submitted as part of each model home submission.
- Upon the Program Managers' and the PRDOH's approval of the architectural conceptual designs, the Construction Managers' design team will continue with the Design Development (Phase II) deliverables.

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For design and construction efficiency, the Construction Managers' AOR² shall elaborate the design solutions in such a way that model homes are readily adaptable to accommodate "ADA" details and features. These shall comply and graphically depict the applicable 2010 ADA Standards for Accessible Design³.

Proposers may submit model homes (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) with the corresponding details and features ("Standard", "ADA", three (3) "façade variations" and "Stylistic Options") in a single set of documents. The corresponding "blow-up" plans, sections, elevations, and details shall be specified, differentiated, and clearly depicted.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved".

5.1.2 Design Development (Phase II)

The Construction Managers will submit a detailed, coordinated design development package of all the model homes and include the architectural, structural, mechanical, and electrical disciplines. Construction Managers must submit all the necessary information to clearly explain the proposed design intent. During this phase, the Construction Managers will provide a narrative, coordinated set of drawings, technical specifications, submittals, tridimensional color renderings, and detailed cost breakdown, and upon approval by the Program Managers and PRDOH each model home shall obtain the "Plano Seguro" approved by the Office of Permit Management (known in

² Refers to the Architect of Record.

³ Refer to the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".

Spanish as "Oficina de Gerencia de Permisos", **OGPe** for its Spanish acronym). The design development package must comply with the applicable codes, regulations, selected Green Building Standard, and Program(s) Minimum Architectural and Design Standards.

5.1.2.1 Narrative

The technical narrative shall be provided for each of the model homes and shall elaborate on the following topics:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality;
11. Design strategies to promote cost reasonableness and efficiency;
12. Design strategies for material use, efficiency, and durability;
13. Overall design strategies and construction techniques to complete the site work with practical, feasible, and cost reasonable solutions. This description shall include the design and construction of site elements such as shear walls, foundation walls, retaining walls, earthwork, grading, berms, permaculture, elevated structures, and others;
14. Innovation, design strategies, construction, and installation techniques for photovoltaic with battery storage and water storage systems; and
15. Innovation, design strategies, construction, and installation techniques for septic systems, including but not limited to alternate septic systems and technologies, when required.

5.1.2.2 Drawings

The Construction Managers shall provide a detailed and coordinated set of drawings for all the model homes. The drawings shall include the following minimum information:

- 1) Title sheet (including index of drawings, architect of record, and consultants' information, stamped, and sealed in each discipline);
- 2) Architectural floor plan, roof plan, reflected ceiling plan, exterior elevations (including three (3) façade variations), sections (shall illustrate interior elevations), kitchen, bathroom & laundry (blow-up plans and elevations), doors/window types, hardware, details, assemblies, and schedules. Kitchen,

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bathroom, laundry, paint, finish, rough-in installation, appliances, equipment schedule, and notes. The information requested in Section 5.1.1.2. of this document shall be included (model home type, total square feet, name, and square feet area of each space, general, partial dimensions, and a graphic scale);

- 3) Architectural drawings of the "ADA" details and features must graphically depict the applicable 2010 ADA Standards for Accessible Design. Particular attention shall be provided to accessibility features including but not limited to turning spaces, clear spaces, clear floor, ground space, maneuvering clearance (forward and parallel approach, toe/knee clearance, protruding objects, unobstructed forward/high forward/side reach clear width of doorways and overall accessibility in kitchen, laundry, and bathroom areas, among others.
- 4) Structural foundation plan, roof structural plan, sections, assembly details, and notes;
- 5) Plumbing layout floor plan, roof drainage plan, water and sanitary isometrics, general notes, details, schedules, solar water heater and water storage system installation details, control/gate valve details, cleanout details, clothes washing machine box details, dryer exhaust details, gas tank detail, and water storage systems and notes; and
- 6) Electrical floor plan, reflected ceiling electrical plan, service drop, photovoltaic with battery storage system installation details, one-line diagram(s), electrical panel schedule, luminaire schedule, notes, telephone & data line diagram, and smoke and carbon monoxide detectors line diagram.

A "flat lot" will be used as a hypothetical condition for the elaboration of design Phases I, & II. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be graphically depicted. The design development drawings shall depict the appearance of the proposed model homes, dimensions, and the notes scaled accordingly. Refer to Section 14.8 of this document and the Minimum Architectural and Design Standards for photovoltaic systems with battery storage and water storage systems requirements. The design development phase may be submitted with these systems depicted and noted "pending site-specific information".

The design development drawings shall be submitted in 24x36 tabloid/landscape format, (dimensions and the notes scaled accordingly). Digital files must be in high resolution and will be required in PDF and DWG format. These drawings shall be consistent with the narrative, tridimensional color renderings, technical specifications, submittals, and detailed cost breakdown, and produced in standard commercial software like AutoCAD® or Revit®.

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5.1.2.3 Technical specification

The technical specifications of all the model homes are required. These specifications will describe as minimum the general requirements, project coordination, reference standards, materials and equipment, product substitutions, project closeout, project record drawings, site work (placeholder upon a Task Order), concrete, unit masonry, metals, woods and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, special construction (if applicable), plumbing, electrical and any other applicable divisions. The technical specifications shall be provided in an 8.5x11 letter format in PDF and Word® .doc file as per MasterSpec® divisions.

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5.1.2.4 Submittals

The project submittal package for materials, products and equipment incorporated into the model homes shall be provided as standard procedure, efficiency, and accuracy of projects. The Lead Design Manager, Lead Construction Manager and the corresponding design professionals shall evaluate and approve the proposed submittals that will become part of the stamped and sealed construction documents. The submittal package shall summarize and streamline the administrative work, provide visibility, and serve as a tool for Program(s) inspections.

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The model home submittals shall include the cut sheets that identify the manufacturers, specifications and model number, shop drawings with dimensions of such products (i.e. windows, doors, hardware, tiles, paint, finishes, photovoltaic system, water storage system, solar water heater, appliances, and others). The Construction Managers' submittal package will enable an accurate budget, purchase, and lead time for the work and project completion. The project submittals shall be provided in an 8.5x11 letter format in PDF and Word® .doc file.

5.1.2.5 Renderings

The Construction Managers shall provide color tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and one (1) interior perspective of the kitchen area. The renderings shall be consistent with the narrative and drawing submission, provided in 11x17 tabloid/landscape format, and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes, and lighting may be produced in the preferred render engine program.

5.1.2.6 Detailed Cost Estimate

The detailed cost estimate shall be submitted for each model home and must be itemized, including all trades, components, and sufficiently detailed for the PRDOH to

perform a cost reasonableness analysis. The detailed cost estimate shall include the material, equipment, and labor cost of each component to be incorporated into the work. The detailed cost estimate shall be developed by the Construction Managers and submitted in a Program(s) template, distributed upon contract execution. The document shall be provided in an 8.5x11 letter format both in PDF and XLSX files.

5.1.2.7 Permits and Endorsement

Upon approval of the design development deliverables, the Construction Managers shall submit, pay, secure, and obtain the OGPe "Plano Seguro" approval for all the model homes as per the corresponding agency(ies) requirements. The Construction Managers may file a single permit for each model home which includes all the model home variations.

5.1.2.8 Documents Format

The design development drawings shall be provided in physical copies and digital files as described in Section 5.1.2.2. of this document. The design narrative, technical specifications, list of submittals, tridimensional color renderings, detailed cost breakdown, and OGPe-approved "Plano Seguro" shall be submitted as indicated in the corresponding Sections of this document. Digital files shall be provided in a flash drive and/or web-based platform as requested by the Program(s).

5.1.2.9 Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). The model home design development deliverables shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings, and detailed cost breakdown. The Construction Managers will be responsible for completing the design development deliverables in the following timeline:

- Design Development deliverables for all model homes (single- and two-story) to be submitted within **ninety (90) calendar days** from the "approval" of the Conceptual Design model homes. The order and timeline of submissions will be the following:
 - **First Package:** within **thirty (30) calendar days** of the conceptual design approval: 1 Level & 2 Level - **2 Bedroom** model homes;
 - **Second Package:** within **sixty (60) calendar days** of the conceptual design approval: 1 Level & 2 Level - **3 Bedroom** model homes.
 - **Third Package:** within **ninety (90) calendar days** of the conceptual design approval: 1 Level & 2 Level - **4 Bedroom** model homes.
- **OGPe "Plano Seguro" permit filing:** to be filed within **fourteen (14) calendar days** from the approval of each model home. The filing evidence shall be submitted to the Program(s) as part of this deliverable.

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- **OGPe Approved "Plano Seguro":** The approved permit package shall be submitted to the PRDOH and/or its representatives physically and/or in PDF format.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved". This phase will conclude with the Program(s) approved model homes which may be built during Program(s) implementation, an issued Task Order, and subsequently a Notice to Proceed.

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6. Project Existing Conditions

As the Program(s) experts in design, technical evaluations, studies, permitting, and construction, the Construction Managers will perform a property assessment (scope site walk) to validate and confirm the Project's Intent and develop an initial scope of work (initial scope report) consistent with the Program(s) eligible activities.

6.1. Scope Site Walk and Initial Scope of Work

The Construction Managers will be responsible to conduct a scope site walk in all the properties upon case assignments. The Construction Managers personnel must assess the property accessibility, availability (or lack) of electrical, potable, and sanitary water infrastructure, lot potential, restrictions, limitations, proximity to bodies of water, natural resources, geological formations, or any other relevant information that may limit the proposed activity, including but not limited to evidence of soil erosion, landslide, flood, extreme slopes, and others. In the case that a replacement home is required, the Construction Managers shall confirm and validate if the corresponding model home construction is feasible. In the case of rehabilitation (either repair or retrofit), the Construction Managers' team shall confirm and validate if the proposed activity is practical, feasible, and cost-reasonable.

The outcome of this activity is to confirm and validate the Initial Project Intent as identified by the Program Managers and develop an initial scope of work for the Program(s) evaluation. The Construction Managers shall be responsible for completing these activities within **ten (10) calendar days** from the date on which a case is assigned. Once the Program Manager and Construction Managers agree to the Initial Project Intent and scope of work, the Program(s) will notify the applicant. Upon the applicant's acceptance, a Task Order will be issued to the Construction Manager to continue with the Pre-Construction deliverables.

6.2. Task Order & Pre-Construction Deliverables

Upon an issued Task Order, the Construction Managers will diligently engage its organization to commence and complete the site survey, technical studies, tests, reports, architectural, civil, structural, mechanical, and electrical design, and any other activity

required for the project design and permitting process, and complete these activities with due diligence, efficiently, and in a timely manner.

7. Construction Documents (Phase III)

This phase of design will be performed upon a Program(s) issued Task Order. For repair works, this is the only design submission required. For construction projects, a complete, coordinated set of construction drawings and technical specifications will be required. The construction documents will include all the necessary information for the site-specific design. The construction documents shall provide all the technical information to expedite the permitting and construction process and reduce unnecessary delays, risks, errors, and omissions.

The construction documents must be consistent with the Program(s) approved scope of work, Task Order, Scope Changes, reasonable accommodation requests, technical specifications, submittals, compliant with the Environmental Review Record, Green Building Initiatives and Checklist (HUD CPD Green Building Retrofit Checklist or Selected Green Building Standards), Minimum Architectural Design Standards, and related regulatory agency requirements, and others. When a replacement home is to be constructed, homeowners will have stylistic options to select during the grant award meeting:

1. Façade variations;
2. Exterior doors style;
3. Exterior windows style;
4. Exterior paint color scheme;
5. Kitchen cabinets and countertop finish/color scheme;
6. Bathroom vanity countertop finish/color scheme;
7. Floor tile options; and
8. Any other optional component that has no impact on costs.

The homeowners selected stylistic options shall be included in the grant award package, construction documents, and the PRDOH Grant Management System of Record.

7.1. Drawings

The construction drawings developed during this phase of design will become part of the Construction Documents. A complete and coordinated set of drawings shall include all the information required to perform construction works, while reducing the amount of additional information and supplementary drawings being requested by the construction team. This includes but is not limited to site survey, existing site conditions, demolition plan, proposed site plan, grading and drainage plan (with spot/control elevations and finish

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floor elevations, existing and proposed site profiles/sections, erosion and sedimentation control plan, site design features such as retaining walls, berms, soil bioengineered walls, infrastructure design such as potable water, wastewater system electrical, details, and notes. The construction drawings shall include the OGPe-approved "Plano Seguro" and clearly depict and specify the homeowners selected stylistic options.

These construction drawings shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements, and all the necessary information to perform the site-specific work. These drawings should be produced in standard commercial software like AutoCAD® or Revit®, include all the information required to complete the works and obtain and secure the construction permit, and reduce the quantity of supplementary drawings, sheet revisions, and internal request for clarifications.

7.2. Technical specification

The Construction Managers shall edit and complete the technical specifications approved under the Design Development Phase according to the project existing conditions and proposed design. The technical specifications shall be consistent with the Program(s) approved scope of work, Task Order, and construction drawings. These specifications shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. The technical specifications should be produced in standard commercial software like MasterSpec®.

7.3. Document Format

The construction drawings shall be elaborated in 24x36 tabloid/landscape format with the following order: title sheet, key legend and notes, site survey, demolition plan, civil plans, architectural plans, structural, plumbing, mechanical, electrical. These must include all the necessary information as required by the applicable agency(ies). The construction drawings will be presented in a Program(s) drawing template for consistency purposes.

7.4. Permits and Endorsement

The Construction Managers shall elaborate a correct and complete permit package and include all the necessary information to reduce the probability of agency(ies) request of additional information. The Construction Managers are responsible to obtain and secure the construction permits, endorsements as required by the OGPe, Autonomous Municipalities, and regulatory agencies. The Construction Managers will submit all the necessary information, documents and pay all filing fees pursuant to the abatement and construction permits. In those cases that a project might require variances from the

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permitting agency(ies) for the project to remain as a replacement (reconstruction) project, these may be pursued by the Construction Managers' AOR and design team to reduce the number of unnecessary relocations, provide Program(s) applicants with the opportunity to remain in their properties. Variance request to the permitting agency(ies) shall be performed as part of the Construction Managers design, permitting deliverables. The Construction Managers' design team shall perform due diligence, fiduciary duty, and contracted services in benefit to the Program(s) applicants and according to the applicable agency(ies) processes and requirements.

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For replacement (reconstruction) projects, the Construction Manager shall submit all the Task Order corresponding information of the final scope (includes any necessary change orders), cost, and time impact, (when applicable) prior the completion of a structure pay point, (milestone). Upon the approval of the structure pay point (milestone), the Construction Manager shall commence the process to obtain and secure the Occupancy Permit.

7.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s), therefore design, construction documents and permitting activities shall be completed in the least amount of time possible, as the "Average Build Time" will be one of the metrics, milestones, and performance, as described in Section 8 of this document.

7.6. Design & Permitting Packages Deliverables for R3, BRR, and SF-MIT Programs

The Construction Managers shall provide a correct, complete permitting package to avoid unnecessary delays to obtain a construction permit.

- Once a Task Order is issued, the Construction Manager is responsible to file the construction permit to the corresponding agency(ies) within **forty-five (45) calendar days**.

Exceptions will be granted on a case-by-case basis according to the project complexity or permitting process.

10. 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 and regulations. The Program(s) Environmental Reviews at a site-specific level will be prepared by Program Managers retained by the PRDOH. An environmental review process will be required for all awards to be issued under the Program(s) to ensure that the proposed activities do not negatively impact the surrounding environment, mitigate an adverse effect on historical zones, districts, properties, archeological heritage, and environmental or health effect on end users.

The Program(s) will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all projects shall have an Environmental Review Record (**ERR**). The ERR for the projects will set forth (a) the existence of adverse effect and/or negative impacts on a site, (b) the means to mitigate adverse effect and/or negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if it becomes the most prudent action to take. The Construction Managers will be responsible for evaluating the ERR information, requirements, and implementing any means to mitigate negative environmental impacts for projects, including historical and archeological adverse effects, and any other action required for environmental compliance.

13. Code Compliance

The current International Building Code® (**IBC Codes**) establishes minimum requirements for building systems using prescriptive and performance-related provisions. The IBC Codes are fully compatible with all the International Codes® (**I-Codes**) published by the International Code Council (**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* (**PRBC**), as amended from the IBC Code;
2. *Puerto Rico Residential Code* (**PRRC**), as amended from the International Residential Code® (**IRC**);
3. *Puerto Rico Mechanical Code* (**PRMC**), as amended from the International Mechanical Code® (**IMC**);
4. *Puerto Rico Plumbing Code* (**PRPC**), as amended from the International Plumbing Code® (**IPC**);
5. *Puerto Rico Fire Code* (**PRFC**), as amended from the International Fire Code (**IFC**);
6. *Puerto Rico Fuel Gas Code* (**PRFGC**), as amended from the International Fuel Gas Code® (**IFGC**);
7. *Puerto Rico Energy Conservation Code* (**PRECC**), as amended from the International Energy Conservation Code® (**IECC**);
8. *Puerto Rico Existing Building Code* (**PREBC**), as amended from the International Existing Building Code® (**IEBC**); and
9. *Puerto Rico Private Sewage Disposal Code* (**PRPSDC**), as amended from the International Private Sewage Disposal Code® (**IPSD**)

All work performed by 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"), or its equivalent regulation in place;*
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 amended;*
9. *American with Disabilities Act (ADA) Standards for Accessible Design (when required)*

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14.1 Task 01: Construction Management/Administration

14.1.6 Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into repair and reconstruction projects to increase a structure's ability to withstand adverse weather and changing climate conditions. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and more durable materials may be specified. The resilience standard may be achieved by providing photovoltaic with battery storage and water storage systems which may reduce and mitigate the loss of life and property.

14.1.7. Green Building Standard

The Program(s) construction activities must comply with the Green Building Standards as described in Federal Registers 83 FR 5844, 84 FR 4836, and as per Program(s) requirements. All repair and reconstruction homes shall be designed to incorporate resiliency, sustainability principles, efficient use of energy, water, and green building standards.

14.1.7.1 Green Standards for Repairs Work

The Construction Managers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

- HUD Guidelines on the Community Planning and Development Green Building Retrofit Checklist;
- HUD CPD Green Building Retrofit Checklist;
- Use of mold resistant products when replacing surfaces;
- Use of Energy-Star labeled products or appliances;

- Use of WaterSense labeled products or appliances; or
- Use of Federal Energy Management Program (FEMP) designated products or appliances.

14.1.7.2 Green Standards for Replacement Home Construction (Reconstructions)

The Construction Managers shall identify which Green Building Standard(s), they will use for the replacement home construction and must comply with at least one of the standards set forth:

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- ENERGY STAR Certified Homes (version 3, latest revision. program requirements-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.

A certification under one of these Green Building Standard is a program requirement as part of project closeout and final payment. Due to the above, the PRDOH encourages to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed. At any time during the contract, with the evaluation of the Program Managers and consent of the PRDOH, Construction Manager may change the Green Building Standard to be used for homes on which a Task Order has not been issued as approved by the PRDOH.

The Lead Design Manager will provide services during construction through design supervision ensuring construction works follow the project's approved design and specifications.

14.2 Task 02: Architectural and Engineering Design

The Construction Managers 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 regulate the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of work 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. These licenses, permits, authorizations, consents, and approvals are to be valid, in full force and effect from the date of submission of a Proposal and for the duration of the contract. Construction Managers will ensure that architectural and engineering design is performed by qualified professionals with the education, training, knowledge, experience, technical expertise, and valid license to provide these services as required by the applicable laws.

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14.2.1. Objectives

- Sustainable design;
- Energy efficiency and water conservation;
- Resilience housing;
- Mitigate risk of loss of life and property;
- Universal design concepts;
- Safer conditions for homeowners and household;
- Healthier residents and communities; and
- Reasonable Accommodations, when applicable.

14.2.2. General Design Requirements:

For consistency purposes, all written means of communications, (electronic or otherwise), emails, request for information, questions, responses, construction documents, submittals, and others shall be in English. Meetings may be carried out in Spanish or English (depending on the participants). All design and construction work under the contract must comply with the Minimum Architectural and Design Standards set forth in **Attachment M**.

14.2.3. Specific Requirements:

All necessary engineer or architectural technical studies, surveys, research, data, analysis, and model home design adaptations required for the completion of the designs will be included in the costs of the soft costs. These ancillary costs may include but limited to site surveys, soil geotechnical studies, percolation tests, tree inventory, hydrology & hydraulic study, and others;

- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$165,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$185,000.00;

- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$195,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$235,000.00;
- The maximum construction / hard cost for a 2-bedroom single-story home ("Compact" and "Narrow" lot versions) shall not exceed \$140,000.00;

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The Maximum Hard Costs include the construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work, Selected Green Building Standard, Minimum Design and Architectural Standards, and applicable codes including costs associated to the structure, its components, finishes, and the cost of one (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. The Replacement Home Maximum Hard Costs include the construction of the following site improvements and infrastructure:

- Construction of 200 square feet carport pad (no roof);
- Construction of 180 square feet driveway to the home's carport pad;
- Construction of 50 square feet of walkway to the balcony/main entrance;
- 75 feet connection length for power to existing utilities;
- 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location;
- 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); and
- Softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) as specified in Table 1, Item 21 of the Minimum Architectural and Design Standards.

The operational costs, overhead costs, profit associated with the construction of the Replacement Home, and costs of other related activities are included in the model home's Maximum Hard Costs and exclude any earthwork (cut, fill, and other related activities) additional to the (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. Additional earthwork as per the project geotechnical report will be compensated to the Construction Managers using the Program Unit Price List. This includes but is not limited to utilities extension, driveway, walkway, and softscape.

When abatement and/or demolition work is required in the existing property to perform repair or replacement home construction work, the reasonable cost will be compensated to the Construction Managers using the Program Unit Price List.

Homes to be built on a historic zones or districts, listed in the National Park Service (**NPS**) National Register of Historical Places, or deemed as with potential historical value shall provide, conform, and secure the endorsement or approval of the federal and local cultural and preservation offices (**ICP** for its Spanish acronym). When required, the design of model homes may require reasonable adaptations to accommodate SHPO or ICP requirements. The Secretary of the Interior's Standards for Rehabilitation may be applied in a reasonable manner, taking into consideration technical feasibility and reasonable cost.

14.2.4. Repair Work

The Construction Managers will design the repair work (including retrofit, when applicable) of existing non-substantially damaged homes. Designers are expected to provide practical, feasible design and cost-reasonable solutions. When needed, reasonable accommodations and modifications may be provided upon Program(s) validation of such request and as per Program(s) policy. The repair work design will be evaluated by the Program Managers prior to its execution.

14.2.5. Reconstruction

Reconstructed homes aim to make their use at little to no extra operational cost to homeowners. The Construction Managers must aim to build durable, resilient, and efficient housing units that maintain livable conditions in the event of extended loss of power or water. When needed, due to applicant reasonable accommodation requirements, the "ADA" version may be provided upon Program(s) validation of such request. The reconstruction work design will be evaluated by the Program Managers prior to its execution.

14.2.6. Minimum Area Requirements

As first option the Program(s) will provide a one (1) level model home. In those cases where a property lot area, dimensions, or restrictions require a model home with a reduced area, a two (2) level model home may be provided. Table - 1 depicts the minimum space and total area of two (2), three (3) and four (4) bedroom model homes.

Table -1 Minimum Area Requirements - (1 Level & 2 Level)

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.

14.2.7. Minimum Area Requirements ("Compact Lot" and "Narrow Lot" Versions)

In those cases where a one (1) level or two (2) level model homes are not feasible to be built, a "Compact Lot" or "Narrow Lot" version may be provided. Table - 2 depicts the minimum space and total area of "Compact Lot" and "Narrow Lot" homes. In general terms, the overall design solutions of these model homes will differ in proportions and will provide the Program(s) with additional options for properties with limited area, atypical proportions, irregularities, site restrictions, and others. When needed, due to an applicant's reasonable accommodation requirements, "ADA" features, details, and specifications may be provided upon Program(s) validation of such request. These shall be elaborated by the Construction Managers' AOR and design team upon request of the Program(s) and the design must be consistent with previously approved model homes, including finishes, materials, equipment, and any other work item that is part of the model home's construction.

Table - 2 Compact Lot & Narrow Lot - Minimum Area Requirements

Space	2-Bedrooms
Front Porch	40.00 sq. ft.
Kitchen	80.00 sq. ft.
Living / Dining Area	200.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	675.00 sq. ft.

14.2.8. Single-Story Detached Houses

Replacement home construction in urban, suburban, or rural lots shall be constructed in accordance with Puerto Rico Planning Board (**PRPB**) zoning regulations, requirements resolutions and/or request of variances, when requested by Construction Managers AOR. The design of replacement homes shall comply with the applicable Puerto Rico Civil Code (**PRCC Act 55-2020**), Act 55-2020 effective on November 28, 2020, or as amended.

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In urban and rural areas where property lots may be compact, irregular or have other constraints, existing homes may have been built near, adjacent, or up to a "zero lot line". When designing and building a replacement home under these conditions the designers may require incorporating creative solutions to provide natural light and ventilation and comply with PRCC Act 55-2020, PRPB, SHPO, or ICP regulations and requirements.

14.3 Task 03: Permits and Endorsements

The Construction Managers shall file, pay, obtain, and secure all permits, consultations, endorsements, variances, or certifications required to execute the work as required by the corresponding agency(ies). These shall be filed in a timely manner not to adversely affect the progress and the critical path of projects (refer to Section 7.4. and 7.5. of this document). Construction Permits must be acquired in the name of the PRDOH and the Occupancy Permit in the name of the applicant's or homeowners' (exceptions may apply). The list of typical permits or endorsements shown below is a general list and shall not be interpreted as an exclusive list of documents, other permits, consultations, variances, or certifications may be required.

14.3.1 List of Office, Permits, Consultation, or Endorsements

- State Historic Preservation Office endorsement;
- Institute of Culture endorsement;
- Planning Board endorsement;
- PREPA/LUMA endorsement;
- PRASA endorsement; ~
- Department of Transportation endorsement;
- Roadwork construction or modification permit;
- Solid Waste Authority endorsement;
- Department of Agriculture endorsement;
- Public Service Commission permit;
- General Consolidated permit;
- Propane Gas permit;
- Fire Department endorsement;
- United States Army Corp of Engineers endorsement;
- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Department of Natural and Environmental Resources permit, endorsement and/or notification;
- Lead and Asbestos Abatement permit;
- Demolition Permit;
- Municipality endorsement;
- Construction permit;
- Occupancy permit ("Permiso de Uso"); and

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- Others.

14.7. Task 06: Repair Works

14.7.1. General Requirements

- 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.
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Institute of Culture and the State Historic Preservation Office (SHPO), are included under this task.

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14.7.2 Specific Requirements

- Providing architectural and engineering technical evaluation, reports and consultation services including initial site walks, technical site walks and periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the repair works;
- Preserving or restoring properties of historic significance; and
- Filing, obtaining and securing all necessary federal, state or municipal permits or endorsements to commence the repair work.

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14.8 Task 07: Single-Family Replacement Home Construction (Reconstruction)

14.8.1 General Requirements

- The replacement model home will be a single-story as the first option. A two-story model home may be provided according to property lot area, geometry, restraints, or requirements.
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historic Preservation Office (SHPO), are included under this task; and
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the reconstruction work is included in Task 03 of this RFP.

14.8.2 Specific Requirements

- Providing architectural and engineering technical evaluation, reports and consultation services including periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the reconstruction works;
- Preserving or restoring properties of historic significance;
- Providing architectural and engineering evaluation and consultation services including periodic project site visits;

- Geotechnical engineering services, including, but limited to site explorations, borings, slope stabilization analysis, laboratories, certification, and technical reports;
- Providing architectural and engineering existing condition drawings, site surveys, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing architectural and engineering proposed condition, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing a model home design adaptation when needed to comply with agency(ies) requirements and as a result facilitate the construction;
- Providing a model home design adaptation when requested by the State Historic Preservation Officer (SHPO);
- Providing a model home design adaptation to enable the replacement (reconstruction) of a model home on the applicant's property. This may include but is not limited to adaptation in layout, width, length, and area to allow an applicant to be the recipient of a replacement (reconstruction) project and remain in their property. This may apply to request a permitting agency(ies) variances for a project to remain as a rehabilitation (reconstruction) project.
- Filing, obtaining, and securing all necessary federal, state or municipal permits or endorsements to commence the replacement home construction work;
- Accessibility features to comply with Reasonable Accommodations when validated by the Program(s);
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the AOR);
- Filing, obtaining and securing the Occupancy Permit in a timely manner to facilitate the Applicants' connection of utilities;

II- Acknowledgment

Considering the information mentioned previously, I, **Jorge L. Sala Morales**, as an authorized representative of **JORGE L. SALA MORALES**, hereby acknowledge and certify the following:

1. I have read and understood this document or have had someone explain it to my satisfaction.
2. I am the authorized representative of **JORGE L. SALA MORALES**.
3. The tasks described in **Section I** of this document are correct and will be performed by the **Designer**.

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4. The **Designer** will also perform any other additional tasks related to architectural and engineering design not included in **Section I** but inherently associated with a Designer's responsibility to perform the services described.
5. Professional services relating to engineering, architecture, surveying, and landscape architecture are performed by personnel duly licensed and authorized to provide the services in Puerto Rico, in compliance with Article 22 or Article 23 of Act 173 (20 LPRA §§ 711q-1 - 711q-2), as applicable. Therefore, **Designer** presented to the PRDOH and the **Contractor** the documents listed below in support of the previous statement:
- a. copy of each of the licenses of each of the personnel that demonstrates that he/she is authorized to provide the specific services in Puerto Rico;
 - b. contracts awarded by Contractor with subcontractors; and
 - c. Partnership Agreements, Certificates of Incorporation, or the applicable legal instrument creating the Contractor's entity and its purpose.
6. If the **Designer** fails to comply with the tasks described in **Section I**, it will be subject to penalties as stipulated in the Contract between the **Contractor** and the PRDOH.
7. I understand that **Attachment L** is an integral part of the Agreement between the Contractor and the PRDOH.
8. I understand that any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. § 287, § 1001, and 31 U.S.C. § 3729.

If any provision in this document is held invalid by a court of law, the remainder of this document shall not be affected thereby, and all other parts and provisions of this document shall nevertheless be in full force and effect.

Therefore, as an authorized representative of **JORGE L. SALA MORALES**, I willingly and voluntarily, attest and affirm this Acknowledgment Statement by signing below.

JORGE L. SALA MORALES

Jorge L. Sala Morales
Designer's Representative Name

Jorge Sala
Jorge Sala (Oct 3, 2023 09:15 EDT)
Designer's Representative Signature

October 3, 2023

Date



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT L-1

ACKNOWLEDGMENT STATEMENT OF
TASKS PERTAINING TO DESIGN IN THE SCOPE OF WORK OF
Construction Management Services
Home Repair, Reconstruction, or Relocation Program
Single-Family Mitigation Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RPF-2022-07

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As part of the CDBG-DRMIT-RPF-2022-07 the Puerto Rico Department of Housing (**PRDOH**) expressed its interest in contracting Construction Management services to assist with the implementation and administration of the Home Repair, Reconstruction, or Relocation Program (**R3**), the Blue Roof Program (**BRR**) under the CDBG-DR Program, and the Single-Family Housing Mitigation Program (**SF-MIT**), the Home Energy and Water Resilience Installations Subprogram (**CEWRI-HEWRI**) and the Incentive Subprogram (**CEWRI-IP**) under the CDBG-MIT grants. If additional CDBG-DR and CDBG-MIT funds are allocated to Puerto Rico during the life of the contract, the Construction Manager may be assigned to work on those future federal grants awarded. The intention is to support PRDOH objectives of ensuring compliance with all CDBG-DR/MIT, HUD, and applicable federal and local requirements. The beforementioned process resulted in the award of a contract to **YATES-BIRD, L.L.C.** for the amount of **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**, which for the purpose of this document will be defined as the **Contractor**.

ROSSI LUGO ARCHITECTURE L.L.C., currently has a subcontract with the **Contractor** to perform the tasks related to architectural and engineering design pertaining to the contract awarded as part of the CDBG-DRMIT-RPF-2022-07.

This Acknowledgement Statement is hereby adopted pursuant to the provisions in 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 LPRA §§ 711—711z.

The purpose of this document is to define in **Section I** the architectural and engineering design tasks that will be executed by **ROSSI LUGO ARCHITECTURE L.L.C.**, hereafter the **Designer**. Hence, the **Designer** hereby explicitly assumes the execution of those tasks observing full responsibility to comply with **Attachment M** (Minimum Architectural and Design Standards) and local and federal regulation requirements. All other tasks pertaining to the Scope of Work in the Contract between the **Contractor** and PRDOH that are not included in Section I of this Acknowledgement will be performed by the **Contractor** as agreed.

I- Design Tasks Related to the Scope of Work¹

4.1 Staff Requirements

4.2.2 Lead Design Manager

The resource assigned as the Lead Design Manager position must have a bachelor's or master's degree from an accredited institution in architecture or engineering, knowledge and experience in design-build projects; licensed to practice architecture and/or engineering in Puerto Rico; active member of the Puerto Rico College of Architects and Landscape Architects (CAAPPR for its Spanish acronym) and/or the Puerto Rico College of Engineers and Land Surveyors (CIAPR for its Spanish acronym); active registration in 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 in the design of housing or residential projects.

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The Lead Design Manager shall work under the direct supervision of the Senior Project Manager to control the site planning, design, and production of the projects. The Lead Design Manager shall meet regularly with the Senior Project Manager and Construction Manager to communicate trends, patterns and identifying overall strategies, design efficiencies under common, extraordinary, and unforeseen conditions; promoting and achieving feasible and cost reasonable design solutions; promoting overall quality of service, production and efficiency in a time accelerated environment; assisting with the development of the projects schedule and production, particularly to those activities related to the design phase; communicating and informing any project schedule deviation and impact to the Senior Project Manager and Lead Construction Manager; assigning tasks and managing the design team's personnel; identifying and allocating resources for the design phase production; owning and pursuing outstanding design issues until resolved; promoting inter-team communication and keeping all the design team informed; managing the staff and group leaders of the design team; coordinating and communicating with stakeholders and consultants' to ensure on-time delivery of design tasks and deliverables such as, schematic design, design development, construction documents, permitting process, submittals, request for information, supplementary drawings, as-built documents, occupancy permit requirements, applicable codes, regulations and green building standards; evaluating and complying with Environmental Review Record; providing and complying with the State Historic Preservation Office (SHPO), permitting agency(ies), any other regulatory agencies requirements and providing requested information in a timely manner (if requested); recommending and advising the Senior Project Manager and Lead Construction Manager as the subject matter expert and design expertise; assisting the Senior Project

¹ The numbering of the sections is according as they appear in the original Scope of Work of CDBG-DRMIT-RFP-2022-07.

Manager in risk management for the design and/or permitting process; assisting the Senior Project Manager in the evaluation of the design team staff and performance; assisting the Senior Project Manager controlling the budget for the design phase; assisting the Senior Project Manager with status reports and presentations; promoting best management practices, and high quality standard for the design phase; coordinating the design team site visits and reporting to ensure adherence to the project intent, quality standards and Quality Plan; ensuring compliance of the projects requirements related to the Program(s) requirements and contract; developing and pursuing deadlines, and production goals; coordinating components of projects to ensure on-time delivery of Task Orders and projects; proactively evaluating, identifying trends and patterns to manage and reduce the risk of projects; analyzing the performance, quickly adapting, identifying areas of improvement and promoting overall efficiency; leading and promoting efficient communication strategies among the Senior Project Manager, Lead Construction Manager, design, permitting, construction and support teams; assuming responsibility for the product of the design team; promoting practical, feasible, cost reasonable design solutions to provide applicants homes in a timely manner; promoting ethical behaviors and work ethic within the design team; evaluating, implementing, identifying and taking the corresponding actions related to AFWAM within the different team, staff, support areas and subcontractors providing work, goods and services to the organization; assuming responsibility for the corresponding staff and subcontractors (when applicable); any other function required to support the success of the Program(s).

The Lead Design Manager shall maintain a complete understanding of all Program(s) policies, requirements, and procedures to ensure that all projects are compliant according to the governing regulations, contract, and scope of work; they must possess academic, technical proficiency, and practical knowledge in site planning, architectural design, applicable codes, regulations, standards, sustainable design, green building requirements and compliance; shall possess contract, scope of work, budget, production, design and cost reasonableness knowledge and team management skills; must pursue the overall scope and design efficiency of design solutions in a time accelerated environment; and shall possess knowledge of regulatory and statutory compliance requirements for the CDBG-DR and/or CDBG-MIT program as contracted.

The Construction Management Firm's Architect of Record (AOR) is not required to be the Lead Design Manager. The medullar responsibilities of the Lead Design Managers include administering the production of the design and permitting phase and serving as liaison to support construction activities in pursuit of efficient project completion. To promote higher production and efficiency, the Construction Management firms must retain and maintain over the life of the contract, or until requested by the PRDOH, two (2) Lead Design Managers to support the Program(s).

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7. Design Deliverables for Replacement Model Homes

The PRDOH will require three (3) phases of design deliverables for replacement model homes, implemented under the reconstruction venue of the Program(s). The first phase of design deliverable is the Conceptual Design which will be submitted by the Proposers as part of the RFP submission package with the design of a single-story 2-bedroom and a two-story 2-bedroom model home. Upon contract execution, the Construction Managers must submit the remaining model home variations conceptual design with the requirements described in the corresponding section of this document. The second phase of design deliverables is Design Development, which will be provided upon the approval of the conceptual design model home variations by the PRDOH.

The third phase is the Construction Documents upon implementation of the Program(s) and an issued Task Order, (refer to Section 7 of this document). The deliverables of Phase III (Construction Documents) shall be performed by the Construction Managers during the implementation of the Program(s) and prior a Notice to Proceed.

5.1.1 Conceptual Design (Phase I)

Proposers must submit all the necessary information to clearly explain the proposed design intent. Design feasibility, cost reasonableness, ease of construction, and time efficiency are highly important concepts in the Program(s). The proposed designs shall comply with the Program(s) Minimum Architectural and Design Standards (**Attachment M**) and the Construction Managers Selected Green Building Standard.

5.1.1.1 Narrative

The Proposers shall submit a technical narrative for the model homes which, additionally to describing the overall design intent, set forth:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality; and
11. Design strategies to promote cost reasonableness and efficiency.
12. Any necessary strategies to meet the criteria and designated budgets set forth in this Scope of Work.

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5.1.1.2 Drawings

The Proposers shall provide the conceptual architectural design drawings for the proposed model homes. The model home design will be illustrated in floor plan, roof plan, four (4) elevations, and two (2) sections drawings (transversal and longitudinal sections). The drawings shall include the following minimum information:

1. Model home type;
2. Model home total square feet and its distribution amongst the different spaces;
3. Name and square feet area of each space (including but not limited to front porch, kitchen, living/dining area, bedrooms and others);
4. General and partial dimensions; and
5. Graphic scale.

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A "flat lot" will be used as a hypothetical condition. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be depicted. The conceptual design drawings shall depict the appearance of the proposed model homes, dimensions and the notes scaled accordingly. These drawings shall be consistent with the narrative, tridimensional color renderings and produced in standard commercial software like AutoCAD® or Revit®.

5.1.1.3 Renderings

The Proposers shall provide tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and kitchen area. The renderings shall be consistent with the narrative and drawing submission and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes and lighting may be produced in the preferred render engine program.

5.1.1.4 Document Format

The conceptual design pamphlet shall be submitted as a digital copy and shall be provided in PDF format. The pamphlet shall include the narrative, drawings, and renderings in a 11x17 tabloid/landscape format. Digital files must be provided in a flash drive and/or web-based platform as requested by the Program(s). The pamphlet will have the following order:

1. Cover page;
2. Design narrative;
3. Architectural drawings; and
4. Tridimensional color renderings.

5.1.1.5 Schedule of Deliverables

Time and efficiency are of the essence to the Program(s). Upon contract execution, the Proposers shall provide the conceptual design deliverables for the model home variations within the following timeline:

- Conceptual Design deliverables for all model home variations (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) are to be submitted within **thirty (30) calendar days** from contract execution.
- "ADA" features and details shall be submitted as part of each model home submission.
- Upon the Program Managers' and the PRDOH's approval of the architectural conceptual designs, the Construction Managers' design team will continue with the Design Development (Phase II) deliverables.

For design and construction efficiency, the Construction Managers' AOR² shall elaborate the design solutions in such a way that model homes are readily adaptable to accommodate "ADA" details and features. These shall comply and graphically depict the applicable 2010 ADA Standards for Accessible Design³.

Proposers may submit model homes (1L-2B, 1L-3B, 1L-4B, 2L-2B, 2L-3B, 2L-4B) with the corresponding details and features ("Standard", "ADA", three (3) "façade variations" and "Stylistic Options") in a single set of documents. The corresponding "blow-up" plans, sections, elevations, and details shall be specified, differentiated, and clearly depicted.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved".

5.1.2 Design Development (Phase II)

The Construction Managers will submit a detailed, coordinated design development package of all the model homes and include the architectural, structural, mechanical, and electrical disciplines. Construction Managers must submit all the necessary information to clearly explain the proposed design intent. During this phase, the Construction Managers will provide a narrative, coordinated set of drawings, technical specifications, submittals, tridimensional color renderings, and detailed cost breakdown, and upon approval by the Program Managers and PRDOH each model home shall obtain the "Plano Seguro" approved by the Office of Permit Management (known in

² Refers to the Architect of Record.

³ Refer to the Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the *Federal Register* on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards".

Spanish as "Oficina de Gerencia de Permisos", **OGPe** for its Spanish acronym). The design development package must comply with the applicable codes, regulations, selected Green Building Standard, and Program(s) Minimum Architectural and Design Standards.

5.1.2.1 Narrative

The technical narrative shall be provided for each of the model homes and shall elaborate on the following topics:

1. Innovation in design;
2. Applicable code compliance;
3. Selected Green Building Standard compliance;
4. Sustainable design;
5. Resiliency considerations;
6. Energy efficiency and water conservation considerations;
7. Construction systems, materials, and time efficiency;
8. Building envelope compliance (including exterior doors and windows);
9. Quality and durability of proposed materials;
10. Layout efficiency and functionality;
11. Design strategies to promote cost reasonableness and efficiency;
12. Design strategies for material use, efficiency, and durability;
13. Overall design strategies and construction techniques to complete the site work with practical, feasible, and cost reasonable solutions. This description shall include the design and construction of site elements such as shear walls, foundation walls, retaining walls, earthwork, grading, berms, permaculture, elevated structures, and others;
14. Innovation, design strategies, construction, and installation techniques for photovoltaic with battery storage and water storage systems; and
15. Innovation, design strategies, construction, and installation techniques for septic systems, including but not limited to alternate septic systems and technologies, when required.

5.1.2.2 Drawings

The Construction Managers shall provide a detailed and coordinated set of drawings for all the model homes. The drawings shall include the following minimum information:

- 1) Title sheet (including index of drawings, architect of record, and consultants' information, stamped, and sealed in each discipline);
- 2) Architectural floor plan, roof plan, reflected ceiling plan, exterior elevations (including three (3) façade variations), sections (shall illustrate interior elevations), kitchen, bathroom & laundry (blow-up plans and elevations), doors/window types, hardware, details, assemblies, and schedules. Kitchen,

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bathroom, laundry, paint, finish, rough-in installation, appliances, equipment schedule, and notes. The information requested in Section 5.1.1.2. of this document shall be included (model home type, total square feet, name, and square feet area of each space, general, partial dimensions, and a graphic scale);

- 3) Architectural drawings of the "ADA" details and features must graphically depict the applicable 2010 ADA Standards for Accessible Design. Particular attention shall be provided to accessibility features including but not limited to turning spaces, clear spaces, clear floor, ground space, maneuvering clearance (forward and parallel approach, toe/knee clearance, protruding objects, unobstructed forward/high forward/side reach clear width of doorways and overall accessibility in kitchen, laundry, and bathroom areas, among others.
- 4) Structural foundation plan, roof structural plan, sections, assembly details, and notes;
- 5) Plumbing layout floor plan, roof drainage plan, water and sanitary isometrics, general notes, details, schedules, solar water heater and water storage system installation details, control/gate valve details, cleanout details, clothes washing machine box details, dryer exhaust details, gas tank detail, and water storage systems and notes; and
- 6) Electrical floor plan, reflected ceiling electrical plan, service drop, photovoltaic with battery storage system installation details, one-line diagram(s), electrical panel schedule, luminaire schedule, notes, telephone & data line diagram, and smoke and carbon monoxide detectors line diagram.

A "flat lot" will be used as a hypothetical condition for the elaboration of design Phases I, & II. The photovoltaic system with battery storage and water storage systems, walkway, driveway, and carport shall be graphically depicted. The design development drawings shall depict the appearance of the proposed model homes, dimensions, and the notes scaled accordingly. Refer to Section 14.8 of this document and the Minimum Architectural and Design Standards for photovoltaic systems with battery storage and water storage systems requirements. The design development phase may be submitted with these systems depicted and noted "pending site-specific information".

The design development drawings shall be submitted in 24x36 tabloid/landscape format, (dimensions and the notes scaled accordingly). Digital files must be in high resolution and will be required in PDF and DWG format. These drawings shall be consistent with the narrative, tridimensional color renderings, technical specifications, submittals, and detailed cost breakdown, and produced in standard commercial software like AutoCAD® or Revit®.

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5.1.2.3 Technical specification

The technical specifications of all the model homes are required. These specifications will describe as minimum the general requirements, project coordination, reference standards, materials and equipment, product substitutions, project closeout, project record drawings, site work (placeholder upon a Task Order), concrete, unit masonry, metals, woods and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, special construction (if applicable), plumbing, electrical and any other applicable divisions. The technical specifications shall be provided in an 8.5x11 letter format in PDF and Word® .doc file as per MasterSpec® divisions.

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5.1.2.4 Submittals

The project submittal package for materials, products and equipment incorporated into the model homes shall be provided as standard procedure, efficiency, and accuracy of projects. The Lead Design Manager, Lead Construction Manager and the corresponding design professionals shall evaluate and approve the proposed submittals that will become part of the stamped and sealed construction documents. The submittal package shall summarize and streamline the administrative work, provide visibility, and serve as a tool for Program(s) inspections.

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The model home submittals shall include the cut sheets that identify the manufacturers, specifications and model number, shop drawings with dimensions of such products (i.e. windows, doors, hardware, tiles, paint, finishes, photovoltaic system, water storage system, solar water heater, appliances, and others). The Construction Managers' submittal package will enable an accurate budget, purchase, and lead time for the work and project completion. The project submittals shall be provided in an 8.5x11 letter format in PDF and Word® .doc file.

5.1.2.5 Renderings

The Construction Managers shall provide color tridimensional color renderings and include one (1) aerial perspective view, one (1) perspective of the main façade (including three (3) façade variations), and one (1) interior perspective of the living/dining and one (1) interior perspective of the kitchen area. The renderings shall be consistent with the narrative and drawing submission, provided in 11x17 tabloid/landscape format, and produced in standard commercial software like Revit® or SketchUp®. The materials, textures, finishes, and lighting may be produced in the preferred render engine program.

5.1.2.6 Detailed Cost Estimate

The detailed cost estimate shall be submitted for each model home and must be itemized, including all trades, components, and sufficiently detailed for the PRDOH to

perform a cost reasonableness analysis. The detailed cost estimate shall include the material, equipment, and labor cost of each component to be incorporated into the work. The detailed cost estimate shall be developed by the Construction Managers and submitted in a Program(s) template, distributed upon contract execution. The document shall be provided in an 8.5x11 letter format both in PDF and XLSX files.

5.1.2.7 Permits and Endorsement

Upon approval of the design development deliverables, the Construction Managers shall submit, pay, secure, and obtain the OGPe "Plano Seguro" approval for all the model homes as per the corresponding agency(ies) requirements. The Construction Managers may file a single permit for each model home which includes all the model home variations.

5.1.2.8 Documents Format

The design development drawings shall be provided in physical copies and digital files as described in Section 5.1.2.2. of this document. The design narrative, technical specifications, list of submittals, tridimensional color renderings, detailed cost breakdown, and OGPe-approved "Plano Seguro" shall be submitted as indicated in the corresponding Sections of this document. Digital files shall be provided in a flash drive and/or web-based platform as requested by the Program(s).

5.1.2.9 Schedule of Deliverables

Time and efficiency are of the essence for the Program(s). The model home design development deliverables shall include the narrative, drawings, technical specifications, submittal package, tridimensional color renderings, and detailed cost breakdown. The Construction Managers will be responsible for completing the design development deliverables in the following timeline:

- Design Development deliverables for all model homes (single- and two-story) to be submitted within **ninety (90) calendar days** from the "approval" of the Conceptual Design model homes. The order and timeline of submissions will be the following:
 - **First Package:** within **thirty (30) calendar days** of the conceptual design approval: 1 Level & 2 Level - **2 Bedroom** model homes:
 - **Second Package:** within **sixty (60) calendar days** of the conceptual design approval: 1 Level & 2 Level - **3 Bedroom** model homes.
 - **Third Package:** within **ninety (90) calendar days** of the conceptual design approval: 1 Level & 2 Level - **4 Bedroom** model homes.
- **OGPe "Plano Seguro" permit filing:** to be filed within **fourteen (14) calendar days** from the approval of each model home. The filing evidence shall be submitted to the Program(s) as part of this deliverable.

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- **OGPe Approved "Plano Seguro":** The approved permit package shall be submitted to the PRDOH and/or its representatives physically and/or in PDF format.

In this phase, the Construction Managers should expect frequent communications, request for clarifications, and meetings with Program Managers and/or PRDOH until deemed as "approved". This phase will conclude with the Program(s) approved model homes which may be built during Program(s) implementation, an issued Task Order, and subsequently a Notice to Proceed.

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6. Project Existing Conditions

As the Program(s) experts in design, technical evaluations, studies, permitting, and construction, the Construction Managers will perform a property assessment (scope site walk) to validate and confirm the Project's Intent and develop an initial scope of work (initial scope report) consistent with the Program(s) eligible activities.

6.1. Scope Site Walk and Initial Scope of Work

The Construction Managers will be responsible to conduct a scope site walk in all the properties upon case assignments. The Construction Managers personnel must assess the property accessibility, availability (or lack) of electrical, potable, and sanitary water infrastructure, lot potential, restrictions, limitations, proximity to bodies of water, natural resources, geological formations, or any other relevant information that may limit the proposed activity, including but not limited to evidence of soil erosion, landslide, flood, extreme slopes, and others. In the case that a replacement home is required, the Construction Managers shall confirm and validate if the corresponding model home construction is feasible. In the case of rehabilitation (either repair or retrofit), the Construction Managers' team shall confirm and validate if the proposed activity is practical, feasible, and cost-reasonable.

The outcome of this activity is to confirm and validate the Initial Project Intent as identified by the Program Managers and develop an initial scope of work for the Program(s) evaluation. The Construction Managers shall be responsible for completing these activities within **ten (10) calendar days** from the date on which a case is assigned. Once the Program Manager and Construction Managers agree to the Initial Project Intent and scope of work, the Program(s) will notify the applicant. Upon the applicant's acceptance, a Task Order will be issued to the Construction Manager to continue with the Pre-Construction deliverables.

6.2. Task Order & Pre-Construction Deliverables

Upon an issued Task Order, the Construction Managers will diligently engage its organization to commence and complete the site survey, technical studies, tests, reports, architectural, civil, structural, mechanical, and electrical design, and any other activity

required for the project design and permitting process, and complete these activities with due diligence, efficiently, and in a timely manner.

7. Construction Documents (Phase III)

This phase of design will be performed upon a Program(s) issued Task Order. For repair works, this is the only design submission required. For construction projects, a complete, coordinated set of construction drawings and technical specifications will be required. The construction documents will include all the necessary information for the site-specific design. The construction documents shall provide all the technical information to expedite the permitting and construction process and reduce unnecessary delays, risks, errors, and omissions.

The construction documents must be consistent with the Program(s) approved scope of work, Task Order, Scope Changes, reasonable accommodation requests, technical specifications, submittals, compliant with the Environmental Review Record, Green Building Initiatives and Checklist (HUD CPD Green Building Retrofit Checklist or Selected Green Building Standards), Minimum Architectural Design Standards, and related regulatory agency requirements, and others. When a replacement home is to be constructed, homeowners will have stylistic options to select during the grant award meeting:

1. Façade variations;
2. Exterior doors style;
3. Exterior windows style;
4. Exterior paint color scheme;
5. Kitchen cabinets and countertop finish/color scheme;
6. Bathroom vanity countertop finish/color scheme;
7. Floor tile options; and
8. Any other optional component that has no impact on costs.

The homeowners selected stylistic options shall be included in the grant award package, construction documents, and the PRDOH Grant Management System of Record.

7.1. Drawings

The construction drawings developed during this phase of design will become part of the Construction Documents. A complete and coordinated set of drawings shall include all the information required to perform construction works, while reducing the amount of additional information and supplementary drawings being requested by the construction team. This includes but is not limited to site survey, existing site conditions, demolition plan, proposed site plan, grading and drainage plan (with spot/control elevations and finish

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floor elevations, existing and proposed site profiles/sections, erosion and sedimentation control plan, site design features such as retaining walls, berms, soil bioengineered walls, infrastructure design such as potable water, wastewater system electrical, details, and notes. The construction drawings shall include the OGPe-approved "Plano Seguro" and clearly depict and specify the homeowners selected stylistic options.

These construction drawings shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements, and all the necessary information to perform the site-specific work. These drawings should be produced in standard commercial software like AutoCAD® or Revit®, include all the information required to complete the works and obtain and secure the construction permit, and reduce the quantity of supplementary drawings, sheet revisions, and internal request for clarifications.

7.2. Technical specification

The Construction Managers shall edit and complete the technical specifications approved under the Design Development Phase according to the project existing conditions and proposed design. The technical specifications shall be consistent with the Program(s) approved scope of work, Task Order, and construction drawings. These specifications shall consider Environmental Review Record, Selected Green Building Standard, Minimum Architectural and Design Standards, regulatory agency(ies) requirements and all the necessary information to perform the site-specific work. The technical specifications should be produced in standard commercial software like MasterSpec®.

7.3. Document Format

The construction drawings shall be elaborated in 24x36 tabloid/landscape format with the following order: title sheet, key legend and notes, site survey, demolition plan, civil plans, architectural plans, structural, plumbing, mechanical, electrical. These must include all the necessary information as required by the applicable agency(ies). The construction drawings will be presented in a Program(s) drawing template for consistency purposes.

7.4. Permits and Endorsement

The Construction Managers shall elaborate a correct and complete permit package and include all the necessary information to reduce the probability of agency(ies) request of additional information. The Construction Managers are responsible to obtain and secure the construction permits, endorsements as required by the OGPe, Autonomous Municipalities, and regulatory agencies. The Construction Managers will submit all the necessary information, documents and pay all filing fees pursuant to the abatement and construction permits. In those cases that a project might require variances from the

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permitting agency(ies) for the project to remain as a replacement (reconstruction) project, these may be pursued by the Construction Managers' AOR and design team to reduce the number of unnecessary relocations, provide Program(s) applicants with the opportunity to remain in their properties. Variance request to the permitting agency(ies) shall be performed as part of the Construction Managers design, permitting deliverables. The Construction Managers' design team shall perform due diligence, fiduciary duty, and contracted services in benefit to the Program(s) applicants and according to the applicable agency(ies) processes and requirements.

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For replacement (reconstruction) projects, the Construction Manager shall submit all the Task Order corresponding information of the final scope (includes any necessary change orders), cost, and time impact, (when applicable) prior the completion of a structure pay point, (milestone). Upon the approval of the structure pay point (milestone), the Construction Manager shall commence the process to obtain and secure the Occupancy Permit.

7.5. Schedule of Deliverables

Time and efficiency are of the essence for the Program(s), therefore design, construction documents and permitting activities shall be completed in the least amount of time possible, as the "Average Build Time" will be one of the metrics, milestones, and performance, as described in Section 8 of this document.

7.6. Design & Permitting Packages Deliverables for R3, BRR, and SF-MIT Programs

The Construction Managers shall provide a correct, complete permitting package to avoid unnecessary delays to obtain a construction permit.

- Once a Task Order is issued, the Construction Manager is responsible to file the construction permit to the corresponding agency(ies) within **forty-five (45) calendar days**.

Exceptions will be granted on a case-by-case basis according to the project complexity or permitting process.

10. 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 and regulations. The Program(s) Environmental Reviews at a site-specific level will be prepared by Program Managers retained by the PRDOH. An environmental review process will be required for all awards to be issued under the Program(s) to ensure that the proposed activities do not negatively impact the surrounding environment, mitigate an adverse effect on historical zones, districts, properties, archeological heritage, and environmental or health effect on end users.

The Program(s) will have documentation that follows the National Environmental Policy Act (NEPA) and/or HUD requirements for environmental review. Therefore, all projects shall have an Environmental Review Record (**ERR**). The ERR for the projects will set forth (a) the existence of adverse effect and/or negative impacts on a site, (b) the means to mitigate adverse effect and/or negative impacts, (c) alternatives to the project (if needed), and (d) the rejection of the proposed activities if it becomes the most prudent action to take. The Construction Managers will be responsible for evaluating the ERR information, requirements, and implementing any means to mitigate negative environmental impacts for projects, including historical and archeological adverse effects, and any other action required for environmental compliance.

13. Code Compliance

The current International Building Code® (**IBC Codes**) establishes minimum requirements for building systems using prescriptive and performance-related provisions. The IBC Codes are fully compatible with all the International Codes® (**I-Codes**) published by the International Code Council (**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 (PRBC)*, as amended from the IBC Code;
2. *Puerto Rico Residential Code (PRRC)*, as amended from the International Residential Code® (**IRC**);
3. *Puerto Rico Mechanical Code (PRMC)*, as amended from the International Mechanical Code® (**IMC**);
4. *Puerto Rico Plumbing Code (PRPC)*, as amended from the International Plumbing Code® (**IPC**);
5. *Puerto Rico Fire Code (PRFC)*, as amended from the International Fire Code (**IFC**);
6. *Puerto Rico Fuel Gas Code (PRFGC)*, as amended from the International Fuel Gas Code® (**IFGC**);
7. *Puerto Rico Energy Conservation Code (PRECC)*, as amended from the International Energy Conservation Code® (**IECC**);
8. *Puerto Rico Existing Building Code (PREBC)*, as amended from the International Existing Building Code® (**IEBC**); and
9. *Puerto Rico Private Sewage Disposal Code (PRPSDC)*, as amended from the International Private Sewage Disposal Code® (**IPSD**)

All work performed by 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")*, or its equivalent regulation in place;
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 amended;
9. American with Disabilities Act (ADA) Standards for Accessible Design (when required)

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14.1 Task 01: Construction Management/Administration

14.1.6 Resilience Standard

The Construction Managers shall incorporate resilient design techniques and material performance into repair and reconstruction projects to increase a structure's ability to withstand adverse weather and changing climate conditions. To achieve this standard, the use of tighter building envelopes, waterproofing, water-resistant, stronger, and more durable materials may be specified. The resilience standard may be achieved by providing photovoltaic with battery storage and water storage systems which may reduce and mitigate the loss of life and property.

14.1.7. Green Building Standard

The Program(s) construction activities must comply with the Green Building Standards as described in Federal Registers 83 FR 5844, 84 FR 4836, and as per Program(s) requirements. All repair and reconstruction homes shall be designed to incorporate resiliency, sustainability principles, efficient use of energy, water, and green building standards.

14.1.7.1 Green Standards for Repairs Work

The Construction Managers must apply the following principles or requirements to the extend applicable to the repair activities undertaken:

- HUD Guidelines on the Community Planning and Development Green Building Retrofit Checklist;
- HUD CPD Green Building Retrofit Checklist;
- Use of mold resistant products when replacing surfaces;
- Use of Energy-Star labeled products or appliances;

- Use of WaterSense labeled products or appliances; or
- Use of Federal Energy Management Program (FEMP) designated products or appliances.

14.1.7.2 Green Standards for Replacement Home Construction (Reconstructions)

The Construction Managers shall identify which Green Building Standard(s), they will use for the replacement home construction and must comply with at least one of the standards set forth:

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- ENERGY STAR Certified Homes (version 3, latest revision. program requirements-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.

A certification under one of these Green Building Standard is a program requirement as part of project closeout and final payment. Due to the above, the PRDOH encourages to make use of a Green Building Standard that ensures completed homes can be certified at the time construction is completed. At any time during the contract, with the evaluation of the Program Managers and consent of the PRDOH, Construction Manager may change the Green Building Standard to be used for homes on which a Task Order has not been issued as approved by the PRDOH.

The Lead Design Manager will provide services during construction through design supervision ensuring construction works follow the project's approved design and specifications.

14.2 Task 02: Architectural and Engineering Design

The Construction Managers 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 regulate the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of work 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. These licenses, permits, authorizations, consents, and approvals are to be valid, in full force and effect from the date of submission of a Proposal and for the duration of the contract. Construction Managers will ensure that architectural and engineering design is performed by qualified professionals with the education, training, knowledge, experience, technical expertise, and valid license to provide these services as required by the applicable laws.

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14.2.1. Objectives

- Sustainable design;
- Energy efficiency and water conservation;
- Resilience housing;
- Mitigate risk of loss of life and property;
- Universal design concepts;
- Safer conditions for homeowners and household;
- Healthier residents and communities; and
- Reasonable Accommodations, when applicable.

14.2.2. General Design Requirements:

For consistency purposes, all written means of communications, (electronic or otherwise), emails, request for information, questions, responses, construction documents, submittals, and others shall be in English. Meetings may be carried out in Spanish or English (depending on the participants). All design and construction work under the contract must comply with the Minimum Architectural and Design Standards set forth in **Attachment M**.

14.2.3. Specific Requirements:

All necessary engineer or architectural technical studies, surveys, research, data, analysis, and model home design adaptations required for the completion of the designs will be included in the costs of the soft costs. These ancillary costs may include but limited to site surveys, soil geotechnical studies, percolation tests, tree inventory, hydrology & hydraulic study, and others;

- The maximum construction / hard cost for a 2-bedroom single-story home (standard) shall not exceed \$165,000.00;
- The maximum construction / hard cost for a 2-bedroom two-story home (standard) shall not exceed \$185,000.00;

- The maximum construction / hard cost for a 3-bedroom single-story home (standard) shall not exceed \$195,000.00;
- The maximum construction / hard cost for a 3-bedroom two-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom single-story home (standard) shall not exceed \$210,000.00;
- The maximum construction / hard cost for a 4-bedroom two-story home (standard) shall not exceed \$235,000.00;
- The maximum construction / hard cost for a 2-bedroom single-story home ("Compact" and "Narrow" lot versions) shall not exceed \$140,000.00;

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The Maximum Hard Costs include the construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work, Selected Green Building Standard, Minimum Design and Architectural Standards, and applicable codes including costs associated to the structure, its components, finishes, and the cost of one (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. The Replacement Home Maximum Hard Costs include the construction of the following site improvements and infrastructure:

- Construction of 200 square feet carport pad (no roof);
- Construction of 180 square feet driveway to the home's carport pad;
- Construction of 50 square feet of walkway to the balcony/main entrance;
- 75 feet connection length for power to existing utilities;
- 25 feet connection length for potable water measured from the Replacement Home's front edge to existing meter location;
- 25 feet connection length for sanitary sewer measured from the Replacement Home's front edge to existing clean out ("registro"); and
- Softscape (either by hydroseeding or sodding; if by hydroseeding include at least 2 inches of topsoil) as specified in Table 1, Item 21 of the Minimum Architectural and Design Standards.

The operational costs, overhead costs, profit associated with the construction of the Replacement Home, and costs of other related activities are included in the model home's Maximum Hard Costs and exclude any earthwork (cut, fill, and other related activities) additional to the (1) foot depth excavation and soil remediation, underneath the home's footprint and structural foundation. Additional earthwork as per the project geotechnical report will be compensated to the Construction Managers using the Program Unit Price List. This includes but is not limited to utilities extension, driveway, walkway, and softscape.

When abatement and/or demolition work is required in the existing property to perform repair or replacement home construction work, the reasonable cost will be compensated to the Construction Managers using the Program Unit Price List.

Homes to be built on a historic zones or districts, listed in the National Park Service (**NPS**) National Register of Historical Places, or deemed as with potential historical value shall provide, conform, and secure the endorsement or approval of the federal and local cultural and preservation offices (**ICP** for its Spanish acronym). When required, the design of model homes may require reasonable adaptations to accommodate SHPO or ICP requirements. The Secretary of the Interior's Standards for Rehabilitation may be applied in a reasonable manner, taking into consideration technical feasibility and reasonable cost.

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14.2.4. Repair Work

The Construction Managers will design the repair work (including retrofit, when applicable) of existing non-substantially damaged homes. Designers are expected to provide practical, feasible design and cost-reasonable solutions. When needed, reasonable accommodations and modifications may be provided upon Program(s) validation of such request and as per Program(s) policy. The repair work design will be evaluated by the Program Managers prior to its execution.

14.2.5. Reconstruction

Reconstructed homes aim to make their use at little to no extra operational cost to homeowners. The Construction Managers must aim to build durable, resilient, and efficient housing units that maintain livable conditions in the event of extended loss of power or water. When needed, due to applicant reasonable accommodation requirements, the "ADA" version may be provided upon Program(s) validation of such request. The reconstruction work design will be evaluated by the Program Managers prior to its execution.

14.2.6. Minimum Area Requirements

As first option the Program(s) will provide a one (1) level model home. In those cases where a property lot area, dimensions, or restrictions require a model home with a reduced area, a two (2) level model home may be provided. Table - 1 depicts the minimum space and total area of two (2), three (3) and four (4) bedroom model homes.

Table -1 Minimum Area Requirements - (1 Level & 2 Level)

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.

14.2.7. Minimum Area Requirements ("Compact Lot" and "Narrow Lot" Versions)

In those cases where a one (1) level or two (2) level model homes are not feasible to be built, a "Compact Lot" or "Narrow Lot" version may be provided. Table - 2 depicts the minimum space and total area of "Compact Lot" and "Narrow Lot" homes. In general terms, the overall design solutions of these model homes will differ in proportions and will provide the Program(s) with additional options for properties with limited area, atypical proportions, irregularities, site restrictions, and others. When needed, due to an applicant's reasonable accommodation requirements, "ADA" features, details, and specifications may be provided upon Program(s) validation of such request. These shall be elaborated by the Construction Managers' AOR and design team upon request of the Program(s) and the design must be consistent with previously approved model homes, including finishes, materials, equipment, and any other work item that is part of the model home's construction.

Table - 2 Compact Lot & Narrow Lot - Minimum Area Requirements

Space	2-Bedrooms
Front Porch	40.00 sq. ft.
Kitchen	80.00 sq. ft.
Living / Dining Area	200.00 sq. ft.
Bedrooms (w/ Closet)	120.00 sq. ft. (at least one) 110.00 sq. ft. (others)
Total Min. Area	675.00 sq. ft.

14.2.8. Single-Story Detached Houses

Replacement home construction in urban, suburban, or rural lots shall be constructed in accordance with Puerto Rico Planning Board (**PRPB**) zoning regulations, requirements resolutions and/or request of variances, when requested by Construction Managers AOR. The design of replacement homes shall comply with the applicable Puerto Rico Civil Code (**PRCC Act 55-2020**), Act 55-2020 effective on November 28, 2020, or as amended.

14.2.9. Party-Wall houses

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In urban and rural areas where property lots may be compact, irregular or have other constraints, existing homes may have been built near, adjacent, or up to a "zero lot line". When designing and building a replacement home under these conditions the designers may require incorporating creative solutions to provide natural light and ventilation and comply with PRCC Act 55-2020, PRPB, SHPO, or ICP regulations and requirements.

14.3 Task 03: Permits and Endorsements

The Construction Managers shall file, pay, obtain, and secure all permits, consultations, endorsements, variances, or certifications required to execute the work as required by the corresponding agency(ies). These shall be filed in a timely manner not to adversely affect the progress and the critical path of projects (refer to Section 7.4. and 7.5. of this document). Construction Permits must be acquired in the name of the PRDOH and the Occupancy Permit in the name of the applicant's or homeowners' (exceptions may apply). The list of typical permits or endorsements shown below is a general list and shall not be interpreted as an exclusive list of documents, other permits, consultations, variances, or certifications may be required.

14.3.1 List of Office, Permits, Consultation, or Endorsements

- State Historic Preservation Office endorsement;
- Institute of Culture endorsement;
- Planning Board endorsement;
- PREPA/LUMA endorsement;
- PRASA endorsement;
- Department of Transportation endorsement;
- Roadwork construction or modification permit;
- Solid Waste Authority endorsement;
- Department of Agriculture endorsement;
- Public Service Commission permit;
- General Consolidated permit;
- Propane Gas permit;
- Fire Department endorsement;
- United States Army Corp of Engineers endorsement;
- Emergency Generator permit (installation);
- Emergency Generator permit (operation);
- Department of Natural and Environmental Resources permit, endorsement and/or notification;
- Lead and Asbestos Abatement permit;
- Demolition Permit;
- Municipality endorsement;
- Construction permit;
- Occupancy permit ("Permiso de Uso"); and

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- Others.

14.7. Task 06: Repair Works

14.7.1. General Requirements

- 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.
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Institute of Culture and the State Historic Preservation Office (SHPO), are included under this task.

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14.7.2 Specific Requirements

- Providing architectural and engineering technical evaluation, reports and consultation services including initial site walks, technical site walks and periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the repair works;
- Preserving or restoring properties of historic significance; and
- Filing, obtaining and securing all necessary federal, state or municipal permits or endorsements to commence the repair work.

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14.8 Task 07: Single-Family Replacement Home Construction (Reconstruction)

14.8.1 General Requirements

- The replacement model home will be a single-story as the first option. A two-story model home may be provided according to property lot area, geometry, restraints, or requirements.
- Specialty construction elements associated with historical properties, including coordination with the Puerto Rico Cultural Institute and State Historic Preservation Office (SHPO), are included under this task; and
- Obtaining all necessary federal, state, or municipal permits, certificates, or endorsements to close-out the reconstruction work is included in Task 03 of this RFP.

14.8.2 Specific Requirements

- Providing architectural and engineering technical evaluation, reports and consultation services including periodic project site visits;
- Providing architectural and engineering construction documents, submittals, supplementary drawings for the reconstruction works;
- Preserving or restoring properties of historic significance;
- Providing architectural and engineering evaluation and consultation services including periodic project site visits;

- Geotechnical engineering services, including, but limited to site explorations, borings, slope stabilization analysis, laboratories, certification, and technical reports;
- Providing architectural and engineering existing condition drawings, site surveys, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing architectural and engineering proposed condition, construction documents, submittals, supplementary drawings for the replacement home construction work;
- Providing a model home design adaptation when needed to comply with agency(ies) requirements and as a result facilitate the construction;
- Providing a model home design adaptation when requested by the State Historic Preservation Officer (SHPO);
- Providing a model home design adaptation to enable the replacement (reconstruction) of a model home on the applicant's property. This may include but is not limited to adaptation in layout, width, length, and area to allow an applicant to be the recipient of a replacement (reconstruction) project and remain in their property. This may apply to request a permitting agency(ies) variances for a project to remain as a rehabilitation (reconstruction) project.
- Filing, obtaining, and securing all necessary federal, state or municipal permits or endorsements to commence the replacement home construction work;
- Accessibility features to comply with Reasonable Accommodations when validated by the Program(s);
- Preparing and keeping relevant documents, including record drawings and technical specifications (stamped and sealed by the AOR);
- Filing, obtaining and securing the Occupancy Permit in a timely manner to facilitate the Applicants' connection of utilities;

II- Acknowledgment

Considering the information mentioned previously, I, **Fernando Lugo Agudo**, as an authorized representative of **ROSSI LUGO ARCHITECTURE L.L.C.**, hereby acknowledge and certify the following:

1. I have read and understood this document or have had someone explain it to my satisfaction.
2. I have been designated as the authorized representative of **ROSSI LUGO ARCHITECTURE L.L.C.** by virtue of a Corporate Resolution issued on August 26, 2023.
3. The tasks described in **Section I** of this document are correct and will be performed by the **Designer**.

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4. The **Designer** will also perform any other additional tasks related to architectural and engineering design not included in **Section I** but inherently associated with a Designer's responsibility to perform the services described.
5. Professional services relating to engineering, architecture, surveying, and landscape architecture are performed by personnel duly licensed and authorized to provide the services in Puerto Rico, in compliance with Article 22 or Article 23 of Act 173 (20 LPRA §§ 711q-1 - 711q-2), as applicable. Therefore, **Designer** presented to the PRDOH and the **Contractor** the documents listed below in support of the previous statement:
- a. copy of each of the licenses of each of the personnel that demonstrates that he/she is authorized to provide the specific services in Puerto Rico;
 - b. contracts awarded by Contractor with subcontractors; and
 - c. Partnership Agreements, Certificates of Incorporation, or the applicable legal instrument creating the Contractor's entity and its purpose.
6. If the **Designer** fails to comply with the tasks described in **Section I**, it will be subject to penalties as stipulated in the Contract between the **Contractor** and the PRDOH.
7. I understand that **Attachment L-1** is an integral part of the Agreement between the Contractor and the PRDOH.
8. I understand that any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. § 287, § 1001, and 31 U.S.C. § 3729.

If any provision in this document is held invalid by a court of law, the remainder of this document shall not be affected thereby, and all other parts and provisions of this document shall nevertheless be in full force and effect.

Therefore, as an authorized representative of **ROSSI LUGO ARCHITECTURE L.L.C.**, I willingly and voluntarily, attest and affirm this Acknowledgment Statement by signing below.

ROSSI LUGO ARCHITECTURE L.L.C.

Fernando Lugo Agudo

Designer's Representative Name

Fernando Lugo
Fernando Lugo (Oct 2, 2023 18:35 EDT)

Designer's Representative Signature

October 2, 2023

Date



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment M

ATTACHMENT #5 MINIMUM ARCHITECTURAL AND DESIGN STANDARDS

Request for Proposals

Construction Management Services

Home Repair, Reconstruction or Relocation Program

Blue Roof Repair Program

Single-Family Housing Mitigation Program

Community Development Block Grant – Disaster Recovery & Mitigation Programs

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2022-07

(Revised on July 22, 2022)

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1. Introduction and Overview

On June 17, 2022 the PRDOH issued the Request for Proposal (**RFP**) No. CDBG-DRMIT-RFP-2022-07 to support the Puerto Rico Department of Housing (**PRDOH**) in the implementation of the Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**) under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**) and the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. A detailed description of the Housing CDBG-DR and CDBG-MIT Programs is included in the corresponding Action Plans approved by the U.S. Housing and Urban Development (**HUD**). A copy of the CDBG-DR and CDBG-MIT Action Plans is available at www.cdbg-dr.pr.gov/action-plan and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>, respectively.

2. General Description

The Minimum Architectural and Design Standards (**MADS**) is not a stand-alone document, and it does not supersede the Building Codes provisions, requirements, nor the Proposers Selected Green Building Standard or HUD CPD Green Building Retrofit Checklist requirements. The Proposers must align the repair, replacement (reconstruction) model home design solutions, deliverables, and cost reasonableness with the corresponding sections of the Construction Management Services, Scope of Work (**Attachment B**). The intent of the R3, BRR and SF-MIT Programs (**Programs**) Minimum Architectural and Design Standards is to:

- Set forth the minimum criteria to incorporate into replacement model home design solutions;
- Unless otherwise stated, these minimum standards may be outperformed with better performance materials, products, and techniques;
- Promote the use of resilient materials and techniques;
- Require energy and water efficient products;
- Create a healthy living environment for the applicants;
- Balance quality of materials with cost reasonableness principles; and

- Enhance consistency in the design proposals, evaluations, and approval process.

3. General Design Requirements

The reconstruction model home design solution shall consider the following General Requirements:

1. In general terms the model home design solutions shall be elaborated to be readily adaptable and accommodate "ADA" details, features and specifications.
2. Building envelope materials which include but are not limited to exterior doors and windows shall be designed according to applicable building, energy codes, standards and ratings which may include but is not limited to impact resistance, energy efficiency, air infiltration, water infiltration, security, privacy and according to the Selected Green Building Standards, and Program(s) requirements;
3. Exterior doors and windows shall be installed correctly, plumb, with the correct amount, spacing, width and penetration of anchors to avoid failure (according to hurricane category and designation). These shall operate with the correct amount of force, as required by the design specifications. Weather protection such as impact resistance, air infiltration and water penetration shall be specified accordingly;
4. All exterior systems shall be designed and installed with secure anchoring and accessories according to applicable codes, standards, and regulations. Penetrations shall be weathertight and waterproof;
5. All rooms of the model home must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is highly desirable;
6. All doors must have a minimum 32-in clear door opening width.
7. Kitchens must be open to the dining/living area;
8. Bathrooms must have showers (no bathtubs);
9. Laundry equipment rough-in to be located in the interior of dwelling units;
10. Solar water heater anchor system detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;
11. Rough-in for photovoltaic with battery storage installation must be provided and coordinated with the proposed system. Photovoltaic system and components shall be detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;
12. Rough-in for potable water storage system must be provided and coordinated with the proposed system; Water storage system and components shall be

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detailed to withstand wind force, hurricane force winds and uplift according to applicable codes;

13. Rough-in for electricity generator installation must be provided and coordinated with the corresponding disciplines;
14. Rough-In for a gas stove and an electric powered circuit/outlet (120-240 volts) for an electrical stove, (shall be provided as part of the model home design solution). Storage gas tanks shall be located in the exterior of the structure and/or according to applicable codes, regulations, and standards;
15. The primary material of construction for the structure and site features 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 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;
16. The building systems may include Insulated Concrete Panels (ICP), Insulated Concrete Forms (ICF), Insulated Concrete Blocks (ICB), and other similar products. These types of systems typically include suspended floor, roof slabs, exterior and interior walls with expanded polystyrene (EPS) in its core, finished with structural mortar mix, drywalls, HDPE ties, flanges, tracks, and thermal barriers. The systems shall withstand deadloads, lateral forces (wind and earthquakes as per applicable codes) of solar water heaters, photovoltaic systems, water storage; and
17. Single-Family Manufactured or Modular homes will be allowed.

4. Specific Minimum Design Requirements

The specific minimum requirements in **Table 1** apply to the R3, BRR and SF-MIT Programs. The items described in column one (1) will have the minimum standards described in column two (2). The items described in column three (3) will not be allowed by the Program(s). These generally apply to reconstruction projects, in those cases where an item applies to a repair project, it will be identified in column four (4). The PRDOH reserves the right to waive the standards herein stated on a case-by-case basis.

Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
1. Roof Slab	Concrete slab	Metal framing Wood framing Corrugated metal sheet Plywood sheathing Skylights	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
2. Roof Water Impermeabilization	Liquid applied membrane ≥ 60% of solids by weight and ≥ 50% of solids by volume		Repair Reconstruction
3. Exterior Walls	Concrete: plastered Concrete: exposed Concrete masonry units (CMU's): plastered	Metal framing Wood framing Exterior veneers and panels (vinyl, gypsum board, fiber cement board, brick, stone veneer, metal lath, etc.)	Reconstruction
4. Interior Walls	Concrete: plastered Concrete: exposed Concrete masonry units (CMU's): plastered Assemblies & paneling Shall be water/mold resistant, fire rated and sound transmission class (STC) requirements	Wood stud framing Any type of wood paneling Polyvinyl chloride framing or paneling	Reconstruction
5. Flooring	Ceramic or porcelain tiles Non-glare Slip-resistant 12" x 12" or 12" x 24" min. dimensions Wall base must be 4" to 6" in height coordinated with flooring expansion joints Tiles and wall base tiles to be equal material Minimum depth: 1/4" - 3/8"	Carpet Wood Vinyl Exposed concrete	Reconstruction
6. Windows	Security windows Aluminum jealousies	Wood Polyvinyl chloride Any other	Reconstruction
7. Bug Screens	Bug screens to be provided. To match window or door color.		Repair Reconstruction
8. Exterior Doors	Aluminum	Wood Polyvinyl chloride Any other metal	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
9. Interior Doors	Solid wood 1-3/8" Smooth finished, painted, varnished, or lacquered Both faces and four edges to be painted and finished	Stamped hardboard Hollow core Lauan core Foam core Particle board Medium density fiberboard (MDF) Polyvinyl chloride	Reconstruction
10. Closet Doors and Organizer	Closet Organizer: Wall mounted, heavy duty, ventilated wire shelf kit: two (2) levels of hanging garment rods and two (2) levels of hanging garment rods	Closet Doors: Bi-fold doors Wood Polyvinyl chloride Plastic	Reconstruction
11. Door Hardware	Exterior doors: three (3) security hinges and Exterior entry/security door handle and deadbolt Interior Doors: three (3) hinges and lever-handles Privacy door locks for bedrooms & bathrooms Easy to grasp with one hand. Don't require tight pinching or wrist-twisting to operate	-	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
12. Kitchen Counter Tops & Sink	<p>Countertop Plastic Laminate: Countertop grade Fire-test-response burning characteristics: 1. Flame-spread Index: 25 or less. 2. Smoke-developed Index: 450 or less</p> <p>Note: all exposed faces and edges laminated.</p> <p>Countertop minimum length 10'-0" Does not include range width.</p> <p>Countertop Substrate: High-density PVC panel: 0.50 g/cm3 minimum Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B</p> <p>Sink: Double bowl kitchen sink ≥ 9 inches depth</p>	-	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
13. Kitchen Cabinet Doors & Drawers	<p>Cabinet Standard Laminate: Wood or plastic</p> <p>Cabinet Substrate: High-density PVC panel: 0.50 g/cm³ min. Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B</p> <p>Doors & Drawers: Easy to grasp door & drawer handles</p> <p>Interior wood substrate (not laminated) must be smooth finish and water sealed</p> <p>Hardware: Soft closing door hinges and drawer slides.</p> <p>Note: All exposed faces and edges laminated. Interior wood substrate (not laminated) must be smooth finish and water sealed</p> <p>All cabinets must have back panels ¼" minimum depth</p> <p>Screw specification must account for durability and avoid loss of material grasp</p> <p>All securely attached</p>	<p>Cabinet Substrate: Water-absorbent materials. Fiberboard substrates Water-absorbent MDF panelboard Plywood grade C & D Construction plywood</p>	Reconstruction

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14. Bathroom Vanity Sink Cabinet & Mirror Accessories	Vanity Sink Material: All other than porcelain, vitreous, composite	Vanity Sink Material: Integral solid surface, wood, glass, or stainless steel	Reconstruction
	Width: ≥ 24 inches	Pedestal or wall-hung sinks	
	Cabinet Standard Laminate: Wood or plastic		
	Cabinet Substrate: High-density PVC panel: 0.50 g/cm ³ min. Water-resistant fiberboard Water-resistant MDF Water-resistant particleboard Plywood: grade B	Cabinet Substrate: Water-absorbent fiberboard Substrate Water-absorbent MDF panelboard Plywood grade C & D Construction plywood	
	Doors & Drawers: Easy to grasp door & drawer handles		
	Interior wood substrate (not laminated) must be smooth finish and water sealed		
	Hardware: Soft closing door hinges and drawer slides.		
	Note: All exposed faces and edges laminated. Interior wood substrate (not laminated) must be smooth finish and water sealed		
	Screw specification must account for durability and avoid loss of material grasp		

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent

(Continued from above)

Bathroom Mirror:

Width \geq 24 inches
Same width as bathroom cabinet
Framed, corrosion, water & moisture resistant

Bathroom Accessories Set:

Material: scratch, corrosion and tarnishing resistant
Towel bar holder: 24 inches min.
Toilet paper holder
Hand towel holder

Note: Concealed screws/anchors & securely attached

Curtain Rod:

Non-fall down/non-slip plate
Rust resistant

Curtain Hooks:

Rust resistant

Shower Curtain:

Water resistant shower curtain and liner
Plastic or rust resistant grommets

Floor Surface Material:

Non-glare
Slip-resistant

Wall Tile:

Shower walls to have tile up to 6'-0"

All securely attached

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
15. Water Heater	Energy Star certified	-	Reconstruction
16. HVAC	Energy Star certified Mini split air conditioner (A/C) unit	Window or wall-mounted	Repair
	Note: only applicable when replacing A/C units under repairs project intent (as per Column 4)		
17. Electrical	Standard electrical receptacles, GFCI's and switches	-	Reconstruction
	Color: white Cover color: white		
	Note: Electrical distribution panel circuits to be identified		

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
18. Light Fixtures & Ceiling Fans	Interior Light Fixtures	Incandescent bulbs	Reconstruction
	Energy Star certified	Compact fluorescent bulbs	
	Lighting fixtures with LED bulbs	Bulb base: non-standard	
	Bulb base: standard		
	10,000-hour minimum life		
	Exterior Light Fixtures		
	Energy Star certified		
	Weather resistant		
	Energy Star Certified		
	Lighting fixtures with LED bulbs		
	Bulb base: standard		
	10,000-hour minimum life		
	Bathrooms		
	Vanity lighting fixture (wall mount, above mirror) & Ceiling mount lighting		
	Note: Interior Light Fixtures minimum requirements apply (refer to above)		
	Ceiling Fans		
	Three (3) speed motor		
	Quantity of blades: four (4)		
	Blade material: plastic or PVC		
	Fan blade span for master bedroom and living room: 52"		
	Fan blade span for bedrooms: 48"		
	Note: Interior Light Fixtures minimum requirements apply (refer to above)		

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
19. Plumbing	<p>Distribution lines: PEX or Cooper</p> <p>Control valves: easy to grasp, rust resistant, leak resistant & lasting durability</p> <p>Faucet, toilet supply lines: Stainless steel easy to grasp, smooth quarter turn operation, rust resistant, leak resistant & lasting durability</p> <p>Faucet, showers heads and toilets: Water Sense labeled Easy to grasp, smooth operation, rust resistant, leak resistant & lasting durability</p>	<p>CPVC</p> <p>Galvanized steel for distribution lines</p>	Reconstruction
20. Appliances	<p>Refrigerator: Energy Star certified Overall capacity: ≥ 18 cu. feet</p> <p>Range: electric or gas Range size: ≥ 30 inches (Slide in) Number of burners: four (4) Control type: analog knob</p> <p>Gas range ignition: electronic</p> <p>Note: Rust resistant, easy to maintain & lasting durability</p>	<p>Under-counter and compact refrigerators</p>	Reconstruction

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Table 1 - Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
21. Finishes	Paint: Durable and tough Mildew and stain resistant Easy to clean and maintain Finish: satin or eggshell 2 coats Exterior paint: to withstand extreme conditions The above will apply		Reconstruction
22. Specialties	Kitchen Backsplash: Ceramic or Porcelain tile or mosaic Installed in full length of countertop Installed in full height (from countertop to bottom of upper cabinet and/or ceiling when no upper cabinet is installed) Softscape: Sodding Hydroseeding Hydroseeding to include 2 inches min. of topsoil Area to be provided according to model home unit 2-Bedroom: 1,915 sq. ft. 3-Bedroom: 1,710 sq. ft. 4-Bedroom: 1,510 sq. ft.	Any combustible material Splashboard (low-height)	Reconstruction

5. PV Systems and WSS Specific Minimum Design Requirements

To promote resilient housing, reduce and mitigate the loss of life and property, the SF-MIT Program, under the CDBG-MIT funds will promote the installation of Photovoltaic System (**PV Systems**) with battery storage for critical loads and Water Storage System (**WSS**) on homes that have been repaired/retrofitted or reconstructed under the Program. The specific minimum requirements in **Table 2** apply to the SF-MIT Program or may apply to the R3 or BRR Program as requested by the PRDOH.

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Table 2 - PV System & WSS Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
1. PV Modules	Commercial off-the-shelf product OGPe Certified 80% of rated output under Standard Test Conditions (STC) Through bolt to underlying rack 5-10 degrees tilt South oriented	Top-down clamps	Repair Reconstruction
2. Inverter	Commercial off-the-shelf product OGPe Certified UL/ETL listed 120/240 v split phase Provide sine wave ≥ 96% peak efficiency Include operational performance indicators & built-in data acquisition and remote monitoring Operating and maintenance instructions near system (English & Spanish) Warning labels provided		Repair Reconstruction
3. Transfer Switch	Automatic		Repair Reconstruction
4. Electrical Wiring & Conduits	As per load and gauge Subpanel included for critical loads (served by PV battery system)	Wood stud framing Any type of wood paneling Polyvinyl chloride framing or paneling	Repair Reconstruction
5. Battery	Lithium-ion 48 volts	Lead acid	Repair Reconstruction

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Table 2 - PV System & WSS Specific Minimum Design Requirements

Column 1	Column 2	Column 3	Column 4
Description	Minimum Standard	Not Allowed	Project Intent
6. Rack Structural Components (Underlying structural frame and modules frame)	Non-corrosive Marine stainless steel or aluminum 20-year service life Bolted & torqued connections	Clamping systems Self-tapping sheet metal screws	Repair Reconstruction
7. Water Storage Tank	For potable water use Watertight Diaphragm type pressurized tank		Repair Reconstruction
8. Water Storage Tank Sensor Level	Recommended		Repair Reconstruction
9. Pressure Pump	½ horsepower Connected to PV System		Repair Reconstruction
10. Piping	Material as specified by designer and according to codes and standards. Diameter as required by design intent and/or existing conditions	PVC CPVC Galvanized steel	Repair Reconstruction
11. Backflow Prevention System	Required as per design intent Prevent backflow between WSS and water main supply		Repair Reconstruction
12. Sediment Filter	10-micron particles		Repair Reconstruction

6. Compliance of Work with Federal Laws: Buy American Act

All materials, equipment and appliances acquired and incorporated in projects by the Construction Managers', as well as any of their subcontractors, as part of the Contract is **not** required to comply with the Buy American Act. However, these shall comply with the Construction Managers' Quality Plan, applicable performance, quality standards, requirements and warranties as established in Construction Management Services SOW.

END OF MINIMUM ARCHITECTURAL AND DESIGN STANDARDS

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