GOVERNMENT OF PUERTO RICO

Department of Housing

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

AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
YATES-BIRD, LLC

DEPTO. VIVIENDA
REGISTRADO
DEC 02 2019
2020-DR0031
DIVISION CONTRATOS

THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 27 of November, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **Yates-Bird, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Urb. Altamesa, 1307 San Alfonso Ave., San Juan, Puerto Rico, 00921-3622, herein represented by Eduardo José Pardo Vega, in his capacity as Authorized Representative, of legal age, married, and resident of Guaynabo, duly authorized by Resolution by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the PRDOH desires to enter into an agreement with **YATES-BIRD, LLC** to secure its services and accepts the CONTRACTOR'S Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (**Attachment A**).

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

I. TYPE OF CONTRACT

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

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

Attachment A Notice of Award

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

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

II. TERM OF AGREEMENT

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending in November, 26, 2022.

B. **Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for additional terms of **twelve (12) months**, or expressed in days, **three hundred and sixty five days (365) days**, up to **twenty-four (24) months,** or expressed in days, **seven hundred and thirty days (730) days** upon mutual written agreement of the parties.

C. The term of this Agreement shall not exceed a period of **five (5) years**, including options for renewal or extension. Likewise, the term of this Agreement cannot exceed the lifetime of the initial Grant Agreement, unless the term of the initial Grant Agreement is extended by HUD.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIFTY MILLION DOLLARS ($50,000,000.00)**; **Account Number: R01H07RRR-DOH-LM 6090-01-000**

C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C.**

D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.

E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). Payments will be issued to CONTRACTOR within a 45-day period from the date the PRDOH Finance Department receives an approve invoice. PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

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

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

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

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORKEEPING

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

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

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

D. **CONTRACTOR's Data and Privileged Information:** CONTRACTOR shall take appropriate measures to maintain confidential any data received demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. ACCESS TO RECORDS

A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, at their sole cost and expense.

X. NON-DISCLOSURE AND CONFIDENTIALITY

A. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.

B. **Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

C. **Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.

D. **Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

XI. PERFORMANCE WARRANTY

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

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

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

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

XII. TERMINATION

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

B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

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

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

E. **Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) day**s' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

F. **Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

G. **Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

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

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment E** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).

2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:

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

B. Liquidated damages

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

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

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

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

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

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

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

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

B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.

2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.

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

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

C. Related Requirements

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

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

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

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

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

XVI. HOLD HARMLESS

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

XVII. FORCE MAJEURE

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

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to,

worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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

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

XX. NOTICES

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

To: PRDOH	Hon. Fernando Gil-Enseñat 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
To: CONTRACTOR	Eduardo José Pardo Vega YATES-BIRD, LLC P.O. Box 367249 San Juan, Puerto Rico 00936-7249

XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

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

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

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

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

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

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

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

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

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

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

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

B. **Compliance with Act No. 173.** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors and Landscape Architects of Puerto Rico Act", 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.

C. **Compliance with Executive Order No. 24**: Pursuant to Executive Order No. 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.

D. **Compliance with Executive Order 52**: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

E. **Social Security and Income Tax Retentions**: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

F. **Government of Puerto Rico Municipal Tax Collection Center (*CRIM, for its Spanish acronym*)**: The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

G. **Income Tax Withholding**: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

H. **Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts and agreements, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.

I. **Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, *et seq*.**: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

J. **Government of Puerto Rico's Agency for the Collection of Child Support (*ASUME, for its Spanish acronym*)**: The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

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

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

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

N. **Ethics**. CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

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

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

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

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

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

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

P. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his/her profession and assumes responsibility for his/her actions.

Q. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

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

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

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

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

B. Termination Clause: The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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

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

XXVII. SECTION 3 CLAUSE

A.- The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B.- The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D.- The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E.- The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 135.

F.- The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

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

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

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

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

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

C. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

XXIX. EQUAL OPPORTUNITY

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

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

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

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

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

F. - In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

XXX. CLEAN AIR ACT

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

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

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

XXXI. WATER POLLUTION CONTROL ACT

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

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

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

XXXII. SOLID WASTE DISPOSAL ACT

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

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

b. Meeting contract performance requirements; or

c. At a reasonable price.

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

XXXIII. DRUG FREE WORKPLACE

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

XXXIV. SUSPENSION AND DEBARMENT

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

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

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

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

XXXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXVII. BANKRUPTCY

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

XXXVIII. ENTIRE AGREEMENT

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

XXXIX. MODIFICATION OF AGREEMENT

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

XL. BINDING EFFECT

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

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

XLI. ASSIGNMENT OF RIGHTS

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

XLII. NON-WAIVER

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

XLIII. GOVERNING LAW JURISDICTION

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

XLIV. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

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

XLV. HEADINGS

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

XLVI. FEDERAL FUNDING

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

XLVII. RECAPTURE OF FUNDS

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

XLVIII. OVERPAYMENT

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

XLIX. DISPUTE RESOLUTION

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

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

L. SEVERABILITY

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

LI. COUNTERPARTS

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

LII. SURVIVAL OF TERMS AND CONDITIONS

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

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

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

DEPARTMENT OF HOUSING

Fernando A. Gil-Enseñat, Esq.
Secretary

YATES-BIRD, LLC

Eduardo José Pardo Vega
Authorized Representative
DUNS No. 11-658-8733

Attachment A

GOVERNMENT OF PUERTO RICO
Department of Housing

NOTICE OF AWARD

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

September 10, 2019

By email: epardo@birdgroupllc.com

Eduardo Pardo
Manager
Yates-Bird LLC
PO Box 367249
San Juan, PR 00936-7249

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

Dear Mr. Pardo:

On November 16, 2018 the Puerto Rico Department of Housing (PRDOH) issued Request for Proposals No. CDBG-DR-RFP-2018-09 for Homeowner Repair, Reconstruction, or Relocation Program Construction Managers (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). The RFP sought to select qualified firms with expertise, experience and knowledge in the areas of design, construction, and contract administration. Construction Managers will coordinate design, permitting, demolition, abatement, repair, and construction works under the Home Repair, Reconstruction, or Relocation Program (R3 Program).

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

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

- To **DSW Homes LLC**, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of $50,000,000 and a 3-year term for both repair and replacement home construction work;

- To **FR-BLDM LLC**, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of $50,000,000 and a 3-year term for both repair and replacement home construction work;

- To **Rebuilders PR, LLC**, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of $50,000,000 and a 3-year term for both repair and replacement home construction work;

- To **ANG Construction, Inc.**, a Level 2 Construction Manager, for the initial contract not-to-exceed amount of $15,000,000 and a 3-year term for both repair and replacement home construction work to perform work at the Municipalities of Caguas, Gurabo, Juncos, Las Piedras, and San Lorenzo;

- To **Yates-Bird LLC**, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of $50,000,000 and a 3-year term for both repair and replacement home construction work;

- To **Caribe Tecno, CRL**, a Level 1 Construction Manager, for the initial contract not-to-exceed amount of $50,000,000 and a 3-year term for both repair and replacement home construction work;

- To **Custom Homes, Inc.**, a Level 2 Construction Manager, for the initial contract not-to-exceed amount of $15,000,000 and a 3-year term for both repair and replacement home construction work at the Municipalities of Caguas, Canóvanas, Gurabo, Río Grande, and Vega Alta;

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

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

Table 1: Proposals Technical Evaluation Summary

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

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

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

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

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

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

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

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

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

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

[1] Technical Weighted Score includes the resulting percentages from the Qualifications, Work Approach, Conceptual Design Submissions, and Section 3 Plan evaluation by the Evaluation Committee. Refer to Section 8.4 of the RFP for the formula used to translate technical points into their corresponding percentages.
[2] Cost Proposal Weighed Score includes the sum of the resulting percentages from the evaluation of single- and two-story 2-bedroom, 3-bedroom, and 4-bedroom Replacement Homes. Refer to Section 8.4 of the RFP for the formula used to translate Replacement Home Cost Proposals into their corresponding percentages.
[3] As per Note 1 of Table 4 (Proposal Scoring) of the RFP a submission of Cost Proposals with hard / construction costs over the RFP-established caps were given a score of zero (0).

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

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

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

Receipt Number: 7004 2510 0007 0098 5936

GOVERNMENT OF PUERTO RICO
Department of Housing

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

Bid Board Resolution

Date: September 9, 2019 Time: 1:37pm

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

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

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

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

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

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

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

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

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

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

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

Proposers that failed the Mandatory Requirements were the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 2: Proposals Evaluation Summary

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

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

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

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

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

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

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

Table 3: Total Weighed Scores of "Qualified Proposers"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Finally, the Procurement Office and its Technical Assistants concluded:

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

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

Table 6: Final Weighted Scores of "Qualified Proposers"

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

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

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

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

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

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

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

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

Signed by:

Luz M. Acevedo Pellot, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario

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

Luz S. Colón Ortiz
Alternate Secretary, Bid Board

EXHIBIT II
LIST OF PROPOSERS

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

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

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

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

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

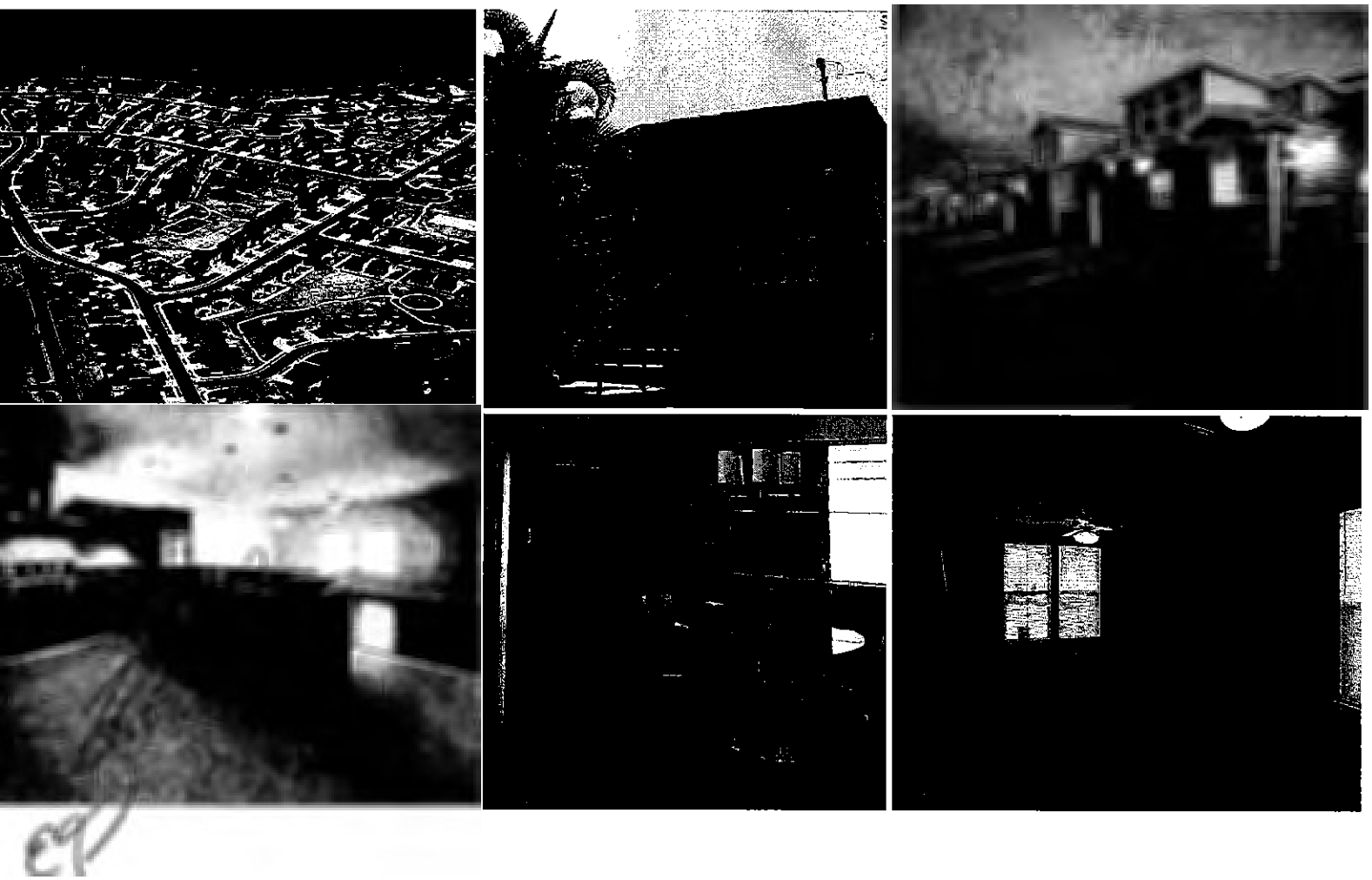
Attachment B

GOVERNMENT OF PUERTO
DEPARTMENT OF HOUSI
REQUEST FOR PROPOSAL FOR HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

CDBG-DR-RFP-2018-09

JANUARY 22, 2019
3:00 PM

Qualifications and Work Approach - Original



SUBMITTED BY: YATES-BIRD, L.L.C
ADDRESS: 1307 SAN ALFONSO AVE. SAN JUAN, PR 00921-3622
PHONE: 787-721-6630 **FAX:** 787-721-6635

YATES-BIRD

YATES-BIRD

December 19, 2018

Rafael H. Vazquez-Muniz
Procurement Area
606 Barbosa Ave.
Juan C. Cordero Building., 9th Floor
San Juan, Puerto Rico 00918

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

Dear Mr. Vazquez-Muniz,

Thank you for allowing Yates-Bird this great opportunity. Please find enclosed our proposal for the Homeowner Repair, Reconstruction, or Relocation Program Construction Manager services. We are confident our response illustrates how the Puerto Rico Department of Housing can rely on the tremendous amount of disaster recovery experience and local knowledge that our team jointly provides.

Please see a summary of our key qualifications below:

- Yates-Bird has been involved in the Puerto Rico Department of Housing STEP Program during 2018 and has successfully completed over 20,000 homes by December 1, 2018. This working knowledge of the program and the requirements set forth will provide great value in Yates-Bird being selected for this program and bringing that expertise in order to hit the ground running and providing exceptional performance and service.
- Yates-Bird already has the team and resources in place in order to begin work immediately. Our team is on the ground in Puerto Rico, we have the offices and logistics areas set up, and we have the management systems and protocols in place to ensure delivery of the required services and homes that are planned for this program.

We are very excited about this project and as shown through our successful partnership during the STEP Program, Yates-Bird is a proven team. We know we are the right Construction Manager for your project. I feel confident that we will meet and exceed your needs and expectations and we look forward to continuing our successful partnership.

Respectfully,

Eduardo J. Pardo, Yates-Bird, L.L.C Authorized Representative

TAB 1

EXHIBIT A-2 QUALIFICATIONS AND WORK APPROACH

QUALIFICATIONS AND WORK APPROACH CHECKLIST

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Addendum No. 2)

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

Proposer Entity Name: Yates-Bird, LLC

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

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

Tab	Initials	Document Description
	CJP	Company Cover Page
	CJP	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	CJP	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	CJP	**Exhibit A-2:** Qualifications and Work Approach Proposal Checklist
2	CJP	**Exhibit C:** Statement of Qualifications
3	CJP	**Profile:** Company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. If the Proposer responding to this RFP is composed of various entities (e.g. a Joint Venture), profiles for all entities shall be submitted. If the entity responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the entity.
4	CJP	**Organizational Chart:** The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.

QUALIFICATIONS AND WORK APPROACH CHECKLIST

Exhibit A-2 – Qualifications and Work Approach Proposal Checklist
(Revised for Addendum No. 2)
CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Page 2 of 2

Tab	Initials	Document Description
5	EP	**Key Staff Résumé and Professional Information** ▪ Senior Project Manager ▪ Design Lead ▪ Permitting Lead ▪ Procurement Lead ▪ Construction Lead ▪ Occupational Safety Lead ▪ Quality Control Lead
6	EP	**Work Approach**
7	EP	**Conceptual Design Submission (Single-Story 3-Bedroom Model Home)** ▪ Drawings ▪ Renderings ▪ Design Narrative
8	EP	**Conceptual Design Submission (Two-Story 3-Bedroom Model Home)** ▪ Drawings ▪ Renderings ▪ Design Narrative
9	EP	**Plan for Compliance with Section 3 Requirements** *(Optional to obtain up to a five percent (5%) bonus in the evaluation of Proposal)*

EP

01/03/2019

Proposer's Authorized Representative's Signature — Date

Eduardo Pardo

Proposer's Authorized Representative Printed Name

EP

EP

TAB 2

EXHIBIT C: STATEMENT OF QUALIFICATIONS

EXHIBIT C: STATEMENT OF QUALIFICATIONS

GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: CTR

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

1. **Entity Data:**

1.1. Proposer's Identification:

Yates-Bird, LLC (Legal Name) | 2017 (Year of Establishment) | [redacted] (Tax ID)

11-658-8733 (D-U-N-S Number)

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

Eduardo Pardo (Name) | Manager (Position)

1.3. Physical Address:

Urb Altamesa (Address Line 1)
1307 San Alfonso Ave (Address Line 2)
San Juan (City) | Puerto Rico (State) | 00921-3622 (Zip Code)

1.4. Mailing Address:

PO Box 367249 (Address Line 1)
(Address Line 2)
San Juan (City) | Puerto Rico (State) | 00936-7249 (Zip Code)

1.5. Contact Information:

787-479-2005 (Telephone Number) | (Facsimile Number) | epardo@birdgroupllc.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☒ Other (Specify)
☐ Corporation ☐ Joint Venture LLC

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☐ Privately Held ☐ Subsidiary

***Please see the following pages which includes each entity of the LLC's information:**

EXHIBIT C: STATEMENT OF QUALIFICATIONS

GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: _____

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

1. **Entity Data:**

1.1. Proposer's Identification:

W.G.Yates & Sons Construction Company	1964	64-0429766
(Legal Name)	*(Year of Establishment)*	*(Tax ID)*
		00-403-2132
		(D-U-N-S Number)

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

Chet Nadolski	Senior Vice President
(Name)	*(Position)*

1.3. Physical Address:

115 Main St.
(Address Line 1)

(Address Line 2)

Biloxi	MS	39530
(City)	*(State)*	*(Zip Code)*

1.4. Mailing Address:

115 Main St.
(Address Line 1)

(Address Line 2)

Biloxi	MS	39530
(City)	*(State)*	*(Zip Code)*

1.5. Contact Information:

228-374-6011	228-374-0294	cnadolski@wgyates.com
(Telephone Number)	*(Facsimile Number)*	*(Email Address)*

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☐ Other (Specify)

☒ Corporation ☐ Joint Venture _____

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☒ Privately Held ☐ Subsidiary

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

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

William G. Yates, Jr	601-656-5411	byates@wgyates.com	Chairman
William G. Yates III	228-374-6011	wyates@wgyates.com	President and CEO
Chet Nadolski	228-374-6011	cnadolski@wgyates.com	Senior V.P.
Jeff Cross	770-399-1919	JeffC@wgyates.com	Senior V.P.
Dan Dubose	228-374-6011	DDubose@wgyates.com	V.P.
Paul Rosetti	601-469-1185	prossetti@wgyates.com	V.P.
Brent Fisher	205-940-4005	blfisher@wgyates.com	V.P.
Dodds Dehmer	601-352-7396	dodds@wgyates.com	V.P.
Rocky Wooten	615-800-4700	rwooten@wgyates.com	V.P.
Jason R. Voyles	601-351-2070	jvoyles@spectrumcapitalre.com	V.P.
Paul Musick	601-352-7396	pmusick@wgyates.com	V.P.
Jared Fuller	228-374-6011	jfuller@wgyates.com	V.P.
Alex Teague	901-761-0010	ateague@wgyates.com	V.P.
Jason Wold	228-374-6011	jwold@wgyates.com	V.P.
Scott Jerald	770-399-1919	sjerald@wgyates.com	V.P.
Alinda Goss	601-656-5411	agoss@wgyates.com	Secretary
Chet Hailey	205-940-4077	chailey@wgyates.com	CFO

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

2.1. Brief History of the Firm: Attach to this Statement of Qualifications the Proposers or any of its Team Members company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. See Tab 3

2.2. Organizational Chart: Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4

2.3. Has the Proposer or any of its Team Members been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

3. Construction Manager Level Applied For:

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

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

☐ Yes ☐ No

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

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

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

CLIENT NAME	PROJECT DESCRIPTION	CONTRACT AMOUNT	PROJECT DURATION	STATUS	Owner Contact Name	Owner Phone
Georgia Pacific Corporation – Georgia Pacific	Project Cuatro	$34,526,580	10/02/2017 - 11/30/2018	Ongoing	Phillip Burke	
HCV Realty Investment LLC	Summit Office Building	$8,073,962	10/30/2017 - 12/01/2018	Ongoing	Jack Kam	(865) 584-4747
ALSAC HEADQUARTERS OFFICE BLDG	ALSAC New Office Building & Tamer Rashid Building Renovation	$89,365,481	06/15/2016 - 12/31/2018	Ongoing	Mike Harber	
Department of Housing Government of Puerto Rico	Puerto Rico Housing STEP Program	$250,000,000	01/16/2018 - 12/31/2018	Ongoing	Samir El Hage Arocho	
MISS STATE UNIVERSITY	MSU Left Field Lofts	$7,545,300	05/01/2018 - 01/13/2019	Ongoing		
Ak-Chin Nation – Ak-Chin Indian Community	Harrah's Ak-Chin Casino & Hotel Expansion	$180,476,592	06/01/2016 - 01/31/2019	Ongoing	Judy Purcell -- Perry Vettraino --	(520) 568-1161
MISS STATE UNIVERSITY	MSU Addition & Renovation - Dudy Noble Field	$48,194,548	05/19/2017 - 01/31/2019	Ongoing		
Talfulah LLC	Parkside Business Center New Shell Office Building	$8,266,644	09/12/2017 - 02/10/2019	Ongoing	Lamar Shuler	(865) 777-1629
Raytheon Space & Airborne Systems	Raytheon 431 South Renovations	$17,019,744	08/14/2017 - 02/15/2019	Ongoing		(601) 469-5870
Johnson University	Johnson University Athletic and Recreation Complex	$18,997,573	09/13/2017 - 02/22/2019	Ongoing	Kevin O'Brien	(865) 251-2239
Fresenius Medical Care	Fresenius BiBag Expansion	$5,172,774	05/21/2018 - 02/27/2019	Ongoing	Dusty Irwin	(865) 540-5900
Specialty Orthopedics Group of Mississippi	Specialty Orthopedic - New Office Building	$11,119,079	03/05/2018 - 03/01/2019	Ongoing		
Arkansas State Highway & Transportation Department	Manila - East Widening	$35,471,090	12/29/2016 - 03/09/2019	Ongoing		
GSA-Atlanta GA	Mobile Federal Courthouse	$89,294,573	06/15/2015 - 04/01/2019	Ongoing	Alisa Scalley	
TRUSTMARK NATIONAL BANK	Trustmark Fondren Bank	$7,415,389	02/01/2018 - 04/01/2019	Ongoing	Barry Collier	
Federal Express Corporation -- FedEx	FedEx Deconstruction	$8,923,554	02/01/2018 - 04/07/2019	Ongoing	Kathryn Crighton-Smith	
Seminole Gaming	Hard Rock Hotel & Casino Expansion	$320,000,000	03/01/2017 - 04/15/2019	Ongoing	Larry Nelson	(813) 627-7686
NAVFAC	CNATRA Headquarters Renovation Naval Air Station Corpus Christi	$15,693,100	03/31/2015 - 04/30/2019	Ongoing		
ENTERGY	Entergy Hinds Unit 2	$30,471,569	06/18/2018 - 05/01/2019	Ongoing	Rob Fluth	
Knoxville Utilities Board	KUB Engineering Building	$11,585,190	01/11/2018 - 05/16/2019	Ongoing	Doug Rees	865-594-7293
Horne LLP	SCDRO Hurricane Flood Repairs 2015	$8,000,000	06/28/2018 - 06/13/2019	Ongoing	Terry V Morgan	
LDG Development	Jefferson Grove Family Apartments	$18,884,947	03/14/2018 - 07/07/2019	Ongoing	Chris Byrd	(502) 638-0534
Arkansas State Highway & Transportation Department	Highway 82	$11,363,430	03/15/2017 - 07/21/2019	Ongoing	Todd Russell	
SEMINOLE TRIBE OF FLORIDA	Hollywood Hard Rock Hotel & Casino	$944,701,030	12/09/2016 - 07/31/2019	Ongoing	Larry Nelson	
Arkansas State Highway & Transportation Department	Ouachita River Structures & Approaches	$29,452,371	01/09/2015 - 08/12/2019	Ongoing	Bill Hockaday	
City of Atlanta Department of Aviation	Fire Station 40	$14,082,693	05/16/2017 - 08/23/2019	Ongoing	Samantha Walters	
GSA-Atlanta GA	U.S. Courthouse	$24,197,000	01/02/2018 - 09/30/2019	Ongoing	Steven Smith	
Hard Rock - Orlando -- Estom Yumeka Maidu	Enterprise Hard Rock Fire Mountain	$185,000,000	05/01/2018 - 09/30/2019	Ongoing	Glenda Nelson	
Ingalls Shipbuilding	Ingalls CSA III	$89,600,000	10/05/2017 - 10/31/2019	Ongoing	Terry Creel	(228) 935-0715
Virgin Hotels -Nashville Music Row Hotel Owner, LLC	Virgin Hotel	$65,000,000	08/14/2017 - 11/30/2019	Ongoing	Brian DeLawder	
WVU Healthcare	WVU Physician's Office Center Vertical Addition	$15,999,999	10/17/2018 - 12/24/2019	Ongoing	Scott Bierer	(304) 598-4141
Landmark Properties	The Mark at Atlanta	$34,000,000	06/18/2018 - 01/01/2020	Ongoing	Kyle Moore	
Morongo Band of Mission Indians	Morongo Casino Expansion and Renovation	$64,884,683	11/05/2018 - 02/05/2020	Ongoing	Jeff Wilhelm	(951) 755-5100
Crescent	Embassy Suites & Curio Hotels	$195,273,446	06/25/2018 - 03/30/2020	Ongoing		(817) 321-1566
Mercedes-Benz U.S. International	Mercedes Big Shiny	$101,038,690	07/19/2018 - 04/01/2020	Ongoing	Roland Froeschke	(205) 507-3761
Jackson Health System	Jackson Health West Medical Campus	$172,188,667	02/24/2017 - 05/01/2020	Ongoing		(305) 585-3555
Comal County	Comal County Jail and Sheriff's Office	$76,000,000	11/30/2017 - 06/01/2020	Ongoing		(830) 643-5850
Fairmont Tallahassee LLC	Loews Hotel & Office Center	$100,000,000	06/01/2018 - 08/03/2020	Ongoing	Ausley McMullen	(888) 571-7971
Mississippi Dept. of Transportation	Highway 49 Reconstruction	$147,483,210	11/13/2017 - 08/08/2020	Ongoing	Brian Ratliff	(601) 359-7001
Magellan Development Group	W Hotel Nashville	$105,000,000	09/05/2018 - 09/05/2020	Ongoing	Patrick Borzenski	(312) 469-8100
Trinity Health	Trinity Hospital	$282,731,512	05/01/2017 - 11/03/2020	Ongoing		(701) 857-5000
University of Tennessee	UT Engineering Services Facility	$107,490,000	07/09/2018 - 05/31/2021	Ongoing	George Criss (Retired)	

5. Management:

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Senior Project Manager	Drew Chance	East Central Community College B.S. Construction Engineering Technology University of Southern MS	16	(See résumé in Tab 5)
Design Lead	Jorge Sala	Tulane University, Masters in Architecture, License # 18598 Villanova University, B.S. Finance	18	(See résumé in Tab 5)
Permitting Lead	Eduardo Pardo	Villanova University, Bachelor of Civil & Environmental Engineering	24	(See résumé in Tab 5)
Procurement Lead	Nestor Rodriquez	Bachelor of Science of Civil Engineering University of P.R., Mayaguez Campus	32	(See résumé in Tab 5)
Construction Lead	Felix Trullenque	University of Puerto Rico, B.S Civil Engineering	13	(See résumé in Tab 5)
Occupational Safety Lead	Anthony Jamie	University of Interamericana de Puerto Rico	25	(See résumé in Tab 5)
Quality Control Lead	Eugene Rivenbark	U.S. Navy Quality Control School	32	(See résumé in Tab 5)

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

6. References:

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

Name	Email	Phone Number	Relation
José Arreseigor, PE	j.arreseigor@putnambridge.com	(939)639-9009	Client, CIUDADELA 3 & LA CASA ELDERLY
Fernando Sumaza, PE	fernando@westelectric.com	(787)608-0721	Client, San Cristobal Apartments & LOTE 23
Carlos Muñiz, Arch.	cmuniz@martinpena.org	(787)637-5658	Client, ENLACE Project
Manuel Méndez, PE	mremmendez@gmail.com	(787)379-2636	Client, Miramar Real Estate Management. Ciudadela 2 and 1

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

Name	Email	Phone Number	Relation
Samir El Hage, PE Yates-Bird Reference	selhage@hagepsc.com	939-717-7133	Oversight Manager for Puerto Rico Department of Housing
Nell Rogers Yates Reference	nrogers@mississipi.org	601-678-3831	Director Disaster Recovery Division of Mississippi Development Authority
Janine Lee Yates Reference	baywavehousing@bellsouth.net	228-467-4545	Bay/Wavealand Housing Authority

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

7. Acknowledgement of Addenda:

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	11/30/2018	6	12/14/2018
2	12/03/2018	7	12/21/2018
3	12/06/2018	8	01/04/2019
4	12/07/2018	9	01/11/2019
5	12/11/2018		

8. Under Oath Certification:

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

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

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 14th day of January, 20 19.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

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

If Entity is a partnership or joint venture:

_____
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

_____
(Printed Name of General Partner)

_____
(Address Line 1)

_____
(Address Line 2)

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

If Entity is a corporation:

W.G. Yates & Sons Construction Company
(Printed Name of Corporation)

115 Main St.
(Corporate Address Line 1)

(Corporate Address Line 2)

Biloxi | MS | 39530
(City) | *(State)* | *(Zip Code)*

By: _____
(Signature of Officer)

Chet Nadolski
(Printed Name of Officer)

Senior Vice President
(Title of Officer)

Attest: Alinda Goss
(Secretary)

[CORPORATE SEAL]

W.G. YATES & SONS CONSTRUCTION COMPANY
CORPORATE SEAL
PHILADELPHIA, MISSISSIPPI

(Jurisdiction of Incorporation)

GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: _____

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

1. Entity Data:

1.1. Proposer's Identification:

Bird Group LLC (Legal Name) | 2011 (Year of Establishment) | 66-0771529 (Tax ID)

969868194 (D-U-N-S Number)

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

Eduardo Pardo (Name) | President (Position)

1.3. Physical Address:

Urb Altamesa (Address Line 1)

1307 San Alfonso Ave (Address Line 2)

San Juan (City) | Puerto Rico (State) | 00921-3622 (Zip Code)

1.4. Mailing Address:

PO Box 367249 (Address Line 1)

(Address Line 2)

San Juan (City) | Puerto Rico (State) | 00936-7249 (Zip Code)

1.5. Contact Infarmation:

787-479-2005 (Telephone Number) | (Facsimile Number) | epardo@birdgroupllc.com (Email Address)

1.6. The Entity is a(n):

☐ Individual ☐ Partnership ☒ Other (Specify)

☐ Corporation ☐ Joint Venture LLC

1.7. If a corporation, indicate all that apply:

☐ Publicly Held ☐ Privately Held ☐ Subsidiary

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initial... _____

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

Name	Telephone	Email	Officer	Director	Member	Partner
Eduardo Pardo	787-479-2005	epardo@birdgroupllc.com	☐	☐	☐	☒
Nestor Rodriguez	787-721-6630	nrodriguez@birdgroupllc.com	☐	☐	☐	☒
Omar Lopez	787-721-6630	omarl@birdgroupllc.com	☐	☐	☐	☒
Eric Droz	787-721-6630	ericdroz@birdgroupllc.com	☐	☐	☐	☒
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

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

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the Proposers or any of its Team Members company profile establishing the experience, expertise, and qualifications of the firm for both design and construction services. See Tab 3

2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4

2.3. Has the Proposer or any of its Team Members been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

☒ No ☐ Yes (See Attachment _____)

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials. _____

3. Construction Manager Level Applied For:

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

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

☐ Yes ☐ No

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

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

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

ID	Client Name	Project Description	Contract Amount	Project Duration (In Months)	Status	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Palacio Provincial Hotel	Remodeling and Reconstruction of existing building in Old San Juan for a hotel.	$5.5 Million	13	10 %	December 2019	Demolition, Concrete and Steel Structures, and Interior Remodeling	Mr. Jay Cobb	205-537-6499 jay@gbprojects-pr.com
2	Plaza Palma Real	Reconstruction of shopping center damaged by Hurricane Maria in Humacao.	$9 Million +	15	50%	May 2019	Demolition, Steel work, Roofing, and Interior Work	Mr. Chris Reville	216-755-5784 creville@ddr.com
3	STEP - Tu Hogar Renace	Homer Repairs due to damages from Hurricane Maria- South Area of PR	$230 Million	15	90 %	March 2019	Home repairs for sheltering and power	Mr. Samir El Hage	787-767-2111 selhage@hagepsc.com
4	Ciudadela Phase III	Hi-Rise Residential Complex	$82 Million	36	95%	December 2018	Hi-Rise residential project with 252 apartments and multiple parking levels	Mr Jose Arreseigor	939-639-9009 jarreseigor@putnambridge.com
5									
6									
7									
8									
9									
10									

5. Management:

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

Position	Resource Name	Education	Years of Experience in the Profession	Résumé & Certifications
Senior Project Manager	Drew Chance	East Central Community College B.S. Construction Engineering Technology University of Southern MS	16	(See résumé in Tab 5)
Design Lead	Jorge Sala	Tulane University, Masters in Architecture, License # 18598 Villanova University, B.S. Finance	18	(See résumé in Tab 5)
Permitting Lead	Eduardo Pardo	Villanova University, Bachelor of Civil & Environmental Engineering	24	(See résumé in Tab 5)
Procurement Lead	Nestor Rodriquez	Bachelor of Science of Civil Engineering University of P.R., Mayaguez Campus	32	(See résumé in Tab 5)
Construction Lead	Felix Trullenque	University of Puerto Rico, B.S Civil Engineering	13	(See résumé in Tab 5)
Occupational Safety Lead	Anthony Jamie	University of Interamericana de Puerto Rico	25	(See résumé in Tab 5)
Quality Control Lead	Eugene Rivenbark	U.S. Navy Quality Control School	32	(See résumé in Tab 5)

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

6. References:

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

Name	Email	Phone Number	Relation
José Arreseigor, PE	j.arreseigor@putnambridge.com	(939)639-9009	Client, CIUDADELA 3 & LA CASA ELDERLY
Fernando Sumaza, PE	fernando@westelectric.com	(787)608-0721	Client, San Cristobal Apartments & LOTE 23
Carlos Muñiz, Arch.	cmuniz@martinpena.org	(787)637-5658	Client, ENLACE Project
Manuel Méndez, PE	mremmendez@gmail.com	(787)379-2636	Client, Miramar Real Estate Management. Ciudadela 2 and 1

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

Name	Email	Phone Number	Relation
Samir El Hage, PE Yates-Bird Reference	selhage@hagepsc.com	939-717-7133	Oversight Manager for Puerto Rico Department of Housing
Mr Jose Dubon Bird Reference	jrdubon@dubongroup.com	787-758-5959	Project Owner/Owner Rep
Mr Jose Arreseigor Bird Reference	jarreseigor@putnambridge.com	939-639-9009	Project Owner Rep
Mr Len Cobb Bird Reference	len@gbprojects-pr.com	205-531-4461	Project Owner Rep

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

7. Acknowledgement of Addenda:

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

Addendum No.	Date Issued	Addendum No.	Date Issued
1	11/30/2018	6	12/14/2018
2	12/03/2018	7	12/21/2018
3	12/06/2018	8	01/04/2019
4	12/07/2018	9	01/11/2019
5	12/11/2018		

8. Under Oath Certification:

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

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

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 14th day of January, 20 19.

If Entity is an individual:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address Line 1)

_____
(Address Line 2)

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

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: EP

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

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

If Entity is a partnership or joint venture:

Bird Group, LLC
(Printed Name of Partnership or Joint Venture)

By: EP
(Signature of General Partner)

Eduardo Pardo
(Printed Name of General Partner)

1307 San Alfonso Ave
(Address Line 1)

_____
(Address Line 2)

San Juan PR 00921-3622
(City) *(State)* *(Zip Code)*

EP

Proposer's Initials: _____

If Entity is a corporation:

_____
(Printed Name of Corporation)

_____
(Corporate Address Line 1)

_____
(Corporate Address Line 2)

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

By: _____
(Signature of Officer)

_____
(Printed Name of Officer)

_____
(Title of Officer)

Attest: _____
(Secretory)

[CORPORATE SEAL]

_____
(Jurisdiction of Incorporation)

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initial_____

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

_____
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

_____
(Printed Name of Authorized Representative)

_____
(Address Line 1)

_____
(Address Line 2)

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

If Entity is a partnership or joint venture:

Yates-Bird, LLC
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

Eduardo Pardo
(Printed Name of General Partner)

1307 San Alfonso Ave
(Address Line 1)

_____
(Address Line 2)

San Juan PR 00921-3622
(City) *(State)* *(Zip Code)*

EXHIBIT C: STATEMENT OF QUALIFICATIONS

Proposer's Initials: _____

If Entity is a corporation:

_____
(Printed Name of Corporation)

_____
(Corporate Address Line 1)

_____
(Corporate Address Line 2)

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

By: _____
(Signature of Officer)

_____
(Printed Name of Officer)

_____
(Title of Officer)

Attest: _____
(Secretary)

[CORPORATE SEAL]

_____
(Jurisdiction of Incorporation)

TAB 3

PROFILE

PROFILE

As part of Yates-Bird, W. G. Yates & Sons Construction Company (Yates Construction) is privately owned by The Yates Companies, Inc. who ranks among the top construction services providers in the nation. With annual revenues of approximately $2 billion and over 9,000 employees, the firm has the capabilities to provide a full range of construction services to clients nationally and internationally. We have performed over $2 Billion in federal, state, and disaster recovery projects in conjunction with hurricanes,tornadoes, or other terrible events. Yates has ranked among the top 50 construction service providers in all delivery methods (Construction Management, Program Management, General Contracting, and Design/Build) in recent years. These attributes make Yates one of the largest and most well respected corporations in the construction industry today.

KEESLER AIR FORCE BASE HOUSING DESIGN/BUILD ROJECT INCLUDED 1,028 HOUSING UNITS BUILT IN A SHORT AMOUNT OF TIME AFTER HURRICANE KATRINA. 736 OF THE HOMES WERE LEED SILVER

As part of Yates-Bird, Bird Group is an organization created to continue the successful trajectory of providing top notch construction services in Puerto Rico started by Bird Construction Company Inc. 53 years ago. Bird Group, LLC is created entirely by former BCC key personnel and we are all committed to maintaining the same culture of quality, excellence and responsibility that distinguished BCC since 1964. Our approach to project management is founded on proven performance and project success accomplished through years of experience and relationships built in and outside of Puerto Rico, with governmental and commercial clients. As a renowned construction company in Puerto Rico we have had the fortune to work in many influential projects transforming the landscape of the island. This experience along with the existing management team that has worked together for 20 years without employee turnover, retaining its key personnel provides our clients with a solid company to carry out their investment goals.

PROFILE

Yates-Bird, LLC is currently carrying out 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. The government program is established to restore a safe and functioning environment for families within their existing home, reducing or eliminating the demand for shelters, and allowing families to return to their jobs and schools more timely.

Yates-Bird was assigned the south side of the island where the storm made landfall. This part of the island provided challenges with the mountainous terrain and the remote communities living throughout this area. The ability to quickly assemble mass labor, material, and subcontractor resources through in-house software and field devices, and out-of-the-box thinking and logistics, have allowed the Yates-Bird team to make the recovery program a great success. Yates-Bird anticipates completing over 20,000 single-family home repairs in 2018.

FACTS

- CONTRACT STARTED AT OVER 11 TERRITORIES
- CURRENTLY AT 47 TERRITORIES
- EXCEEDED OWNER'S GOAL BY 400 HOMES IN SEPTEMBER
- 3,000 WORKERS AT PEAK
- OVER 85% WORKERS ARE LOCAL
- DEVELOPED AND IMPLEMENTED SURE SOFTWARE

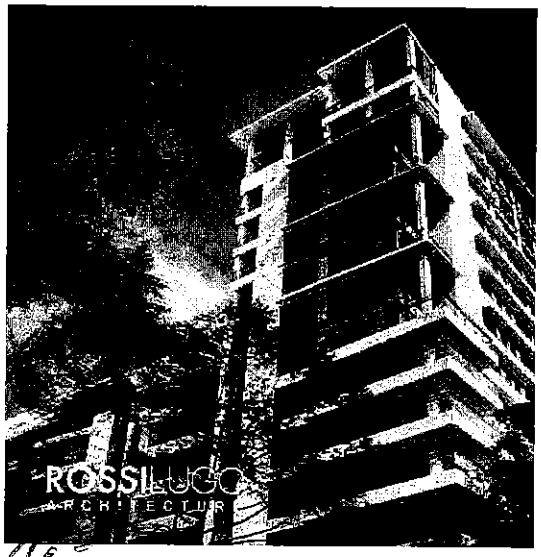
PROFILE

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 infromally 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.

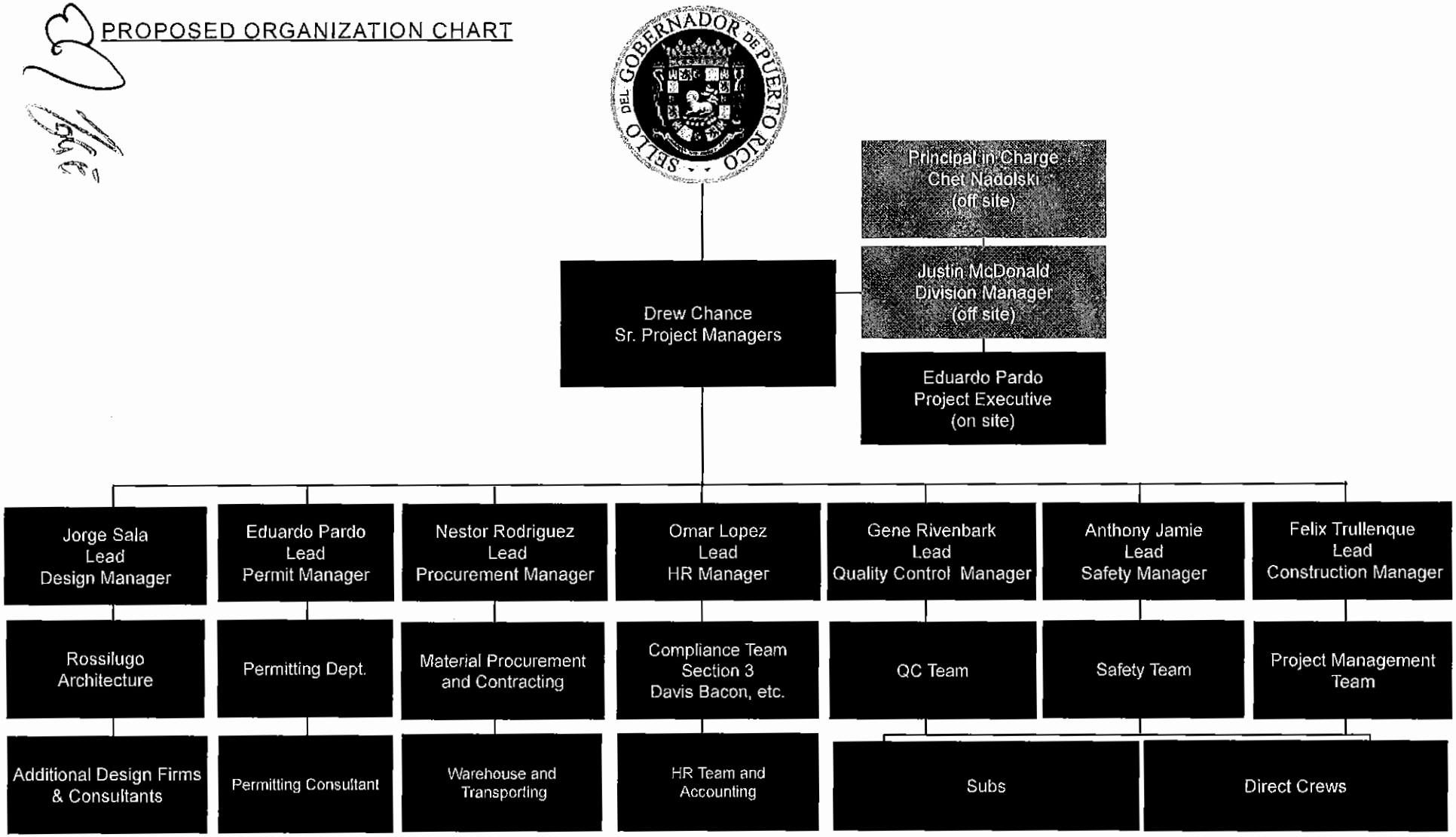


TAB 4

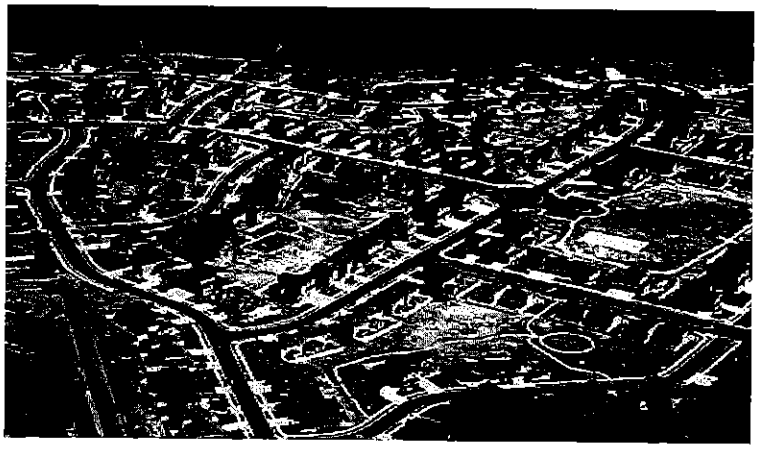
ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

PROPOSED ORGANIZATION CHART



Each individual in the above blue boxes will be 100% committed for the full duration and located in the project office. The number of people for all teams listed under a department manager will be determined based on the size of the program. Safety/QC/ and Construction Managers can be split between the home site and the project office.



TAB 5

RESUMES AND CERTIFICATIONS

Chet Nadolski

Principal In Charge

EDUCATION

M.S. Civil Engineering, University of Missouri

U.S. Army Corps of Engineer Basic and Advanced Course

B.S. United States Military Academy (West Point)

CERTIFICATIONS AND TRAINING

OSHA 30-Hour Certified

MC2

Expedition

Primavera

YEARS OF EXPERIENCE

26 years

Professional Experience

Executive responsibility for the operations and management of the division. Chet is focused on client and industry partner relationships, and ensuring that the Yates team has the necessary resources committed to deliver a quality project. He is intimately involved in every project phase, from preconstruction, to construction, and through the warranty phase. This executive oversight gives our clients the reassurance that all factors of the project - goals, budget, buy out, production schedule, safety and quality - are reviewed, monitored and measured at the executive level.

Disaster/Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

MDA Neighborhood Home Program: This project was a repair, rehabilitation, and reconstruction program for single-family homes damaged by Hurricane Katrina. Yates was responsible for repairs to 1,047 homes of low to moderate income households.

Beau Rivage Resort & Casino Reconstruction: The reconstruction of Beau Rivage Resort and Casino after Hurricane Katrina was a $371 Million fast-track project completed within 8 months. It covered 3,200,000 SF including 1,740 guest rooms, casino space, a 6 level parking deck, 12 restaurants, 4 lounges, and 12 retail venues.

Bay Pines Housing: This project consists of 100 single-story units, as well as a community center and office. The new homes are designed to withstand hurricane force winds and to be energy efficient.

Keesler AFB Military Housing: Largest MILCON project in Air Force history (1028 units); largest LEED for Homes in History to date (736 units); building on ground zero just months after Hurricane Katrina; ability to bond and provide Builder's Risk of this magnitude; very aggressive schedule; replacing 1028 units while keeping units on line for base residents to live during construction; after construction began, a change order was given converting 736 units to be certified LEED silver.

Justin McDonald

Division Manager

EDUCATION

B.A. in Construction & Land Development, Mississippi State University

CERTIFICATIONS AND TRAINING

First Aid/CPR

U.S. Army Corps of Engineers Construction Quality Management for Contractors

PMP Certified (Project Management Professional)

Building Science 101 & 201

Oracle P6 Scheduling / Synchro

On-Screen Takeoff

Revit / Trimble SketchUp

Site Sense Safety Trained

Building Information Modeling Champion

OSHA 30-Hour Certified

LEED AP BD+C

YEARS OF EXPERIENCE

16 years

Professional Experience

He is focused on client and industry partner relationships, and ensuring that the Yates team has the necessary resources committed to deliver a quality project. He is intimately involved in every project phase, from preconstruction, to construction, and through the warranty phase. This executive oversight gives our clients the reassurance that all factors of the project - goals, budget, buy out, production schedule, safety and quality - are reviewed, monitored and measured at the executive level.

Disaster/Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Mustique Condominiums: Mustique is a $22 million, 150,213 SF residential tower. The 22-story tower has parking on the first floor, an indoor swimming pool and meeting rooms on the second floor, and 38 residential units on the remaining floors.

Winston Nursing Home Repairs: The repairs consisted of asbestos abatement, removal & replacement of base boards, handrails, drywall and other wall panels, painting of new wall systems, removal & replacement of ceilings, removal & replacement of floor coverings where required, removal & replacement of HVAC units as required, removal & repair of roofing system where damaged, and repair to all electrical services and lighting as required for the facility damage.

Indigo Condominiums: This $33.2 million project consists of two towers totaling 604,060 SF. Property amenities include a swimming pool, children's water play area, a spa, fitness center, a modern theatre for entertainment, a social club, hydro-tennis courts and covered parking.

Winston Medical Center Professional Services: Optimize tornado damage recovery through insurance and other sources. Professional services provided on an hourly basis.

Drew Chance

Senior Project Manager

EDUCATION

East Central Community College

B.S. Construction Engineering Technology

University of Southern Mississippi

CERTIFICATIONS AND TRAINING

OSHA 30-Hour

CM-LEAN

First Aid/CPR

YEARS OF EXPERIENCE

16 years

Professional Experience

Drew has 16 years of construction experience. He has recent experience in Puerto Rico working on the Housing STEP Program. Drew will serves as the day-to-day contact for the overall project team and lead the in-house and field team for Yates-Bird. The SeniorProject Manager is responsible for shop drawings and submittal reviews as well as accurately tracking the budget and executing the schedule with all trades of work. He provides monthly cost reports and owner billing. He also communicates with local government officials regarding permitting and inspections and ensures that subcontractors maintain the proper focus on quality and safety.

Disaster Recovery, Housing, & Design/Build Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Multiple Single-Family Residential Projects: 8 years experience constructing and managing multiple single-family residential projects for Blossom Construction.

Bloomfield Outlets: This Design/Build $43.5 million open-air retail village features approximately 80 designer and name-brand outlet stores as well as five restaurants and a food court.

Bass Pro Memphis Hotel: This project consisted of renovating an existing multi-level pyramid shaped building into a 535,000 SF retail space and 100-room hotel. It is one of the largest retail stores in the world.

Anderson Hospital: Estimated and managed multiple projects within the campus of Anderson Hospital.

Jorge L. Sala Morales

Lead Design Manager

EDUCATION

Masters in Architecture, Tulane University

Bachelor of Science - Degree in Finance, Villanova University

CERTIFICATIONS AND TRAINING

Licensed Architect: #18598

Fully Bilingual

OSHA 30 Hour

Member of the Colegio Arquitectos y Arquitectos Paisajistas de Puerto Rico

LEED Green Associate

NCHM Certified Manager of Maintenance

YEARS OF EXPERIENCE

18 years

Professional Experience

Over 18 years of experience in design, construction and project management in the commercial, industrial, institutional and residential sectors attaining cost savings, robust regulatory compliance, schedule adherence and synergy among stakeholders.

Design Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Apartment Unit Complex: Lead the preconstruction effort for the full rehabilitation of a 13 story, 127-apartment unit residential complex that has been qualified to undergo construction through the Low Income House Tax Credit program (LIHTC).

Ricky Martin Foundation, Centro Tau Institutional: GMP at Risk ($2.6 MM): Design-Build of a 14,000 sq. ft. school-high profile venue covered by the media. Storm Water Prevention Plan requiring new underground tank due to terrain issues. Participated in a legislative assembly to handle community concerns. Identified cost reduction opportunities in design resulting in 11% profit margin vs. 8% forecast.

Saks Fifth Avenue, Mall of San Juan ($14MM): Upscale facility of 100,000 sq. ft. under media scrutiny with ambitious due dates and high-standards of completion well above the norm for Puerto Rico. Received recognition letter for excellence in execution.

Endoscopy rooms, Damas Hospital ($225K): Complex project within a regulated environment: Specialized HVAC system and clean rooms. Supported the architectural design and achieved 30% profit margin with an original forecast of 12%.

Flip Flop Shops, Plaza Las Americas ($250K); Fast-track assignment with tight schedules and non-controllable challenges including long lead times for overseas shipments. Prepared design, requested permits and led construction logistics to satisfy mall, franchise and owner's demands. Complied with fire codes and new HVAC systems.

Jorge L. Sala Morales

RENOVACIÓN APROBADA: 14 de noviembre, 2018

RENEWAL APPROVED ON: November 14, 2018

Gobierno de Puerto Rico
Government of Puerto Rico

DEPARTAMENTO DE ESTADO
Department of State

Secretaría Auxiliar de Juntas Examinadoras
Office of the Assistant Secretary of State for Examining Boards

La Junta Examinadora de Arquitectos y Arquitectos Paisajistas
The Examining Board of Architects and Landscape Architects

por la presente certifica que
hereby certifies that

Jorge Sala Morales

habiendo cumplido todos los requisitos de Ley, se ha inscrito en el Registro de esta Junta como
having met all the requirements of law, has been registered as:

Arquitecto Licenciado
Licensed Architect

En testimonio de lo cual, se expide esta licencia para el ejercicio de dicha profesión, bajo el sello de la Junta Examinadora.
In testimony whereof, this license is issued to practice this profession, under the seal of the Board of Examiners.

En San Juan, Puerto Rico, efectivo 14 de noviembre de 2018
In San Juan, Puerto Rico, effective November 14, 2018.

Número de Licencia: 18598
License Number

Vencimiento: 18 de abril de 2021
Expires: April 18, 2021

Arq. Laura Cordero-Agrait - Presidenta

Directora
Director

Jorge L. Sala Morales

COLEGIO DE
ARQUITECTOS Y
ARQUITECTOS PAISAJISTAS
DE PUERTO RICO

CERTIFICACIÓN

Se certifica que el arquitecto licenciado **Jorge L. Sala Morales** licencia número **18598** al día de hoy, 26 de noviembre de 2018 aparece en nuestros expedientes como miembro activo licenciado del Colegio de Arquitectos y Arquitectos Paisajistas de Puerto Rico.

Su cuota de membresía está al día y tiene derecho a las atribuciones y privilegios que le corresponden como miembro activo en el **período comprendido del 1RO de julio de 2018 al 30 de junio del 2019.**

Dado hoy lunes, 26 de noviembre de 2018.

Atentamente,

Eliot M. Santos Negrón
Director Ejecutivo

COLEGIO DE ARQUITECTOS Y ARQUITECTOS PAISAJISTAS 1978 PUERTO RICO

225 Calle del Parque, Santurce, Puerto Rico 00912 Tel. 787.724.1213 Fax. 787.724.3295 www.caappr.org

Eduardo Jose Pardo, P.E.

Project Executive / Lead Permitting Manager

EDUCATION

Bachelor of Civil and Environmental Engineering, Villanova University

CERTIFICATIONS AND TRAINING

Suretrak

P6 Primavera

Timberline

Timberline Sitework, Procore

Contract Manager Expedition

Fluent in English & Spanish

YEARS OF EXPERIENCE

24 years

Professional Experience

Eduardo has 24 years of construction expereince. He has been employed with Bird Group for 20 years. His experience has included estimating, project engineer, project manager and now project executive.

Disaster Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Vanderbilt Towers & Hotel (formerly Condado Beach Hotel): The $115 Million project consists of the construcion of two towers Condo Hotel, an underground parking and renovation of the existing historic hotel.

Condominio Bristol, Condado, San Juan, P.R.: $30 million residential 19 story building consisting of 31 luxury apartments. This project received from the "Colegio de Ingenieros y Agrimensores de P.R. the "Outstanding Construction Project Award" in 2007.

Condado Palm Inn and Suites: Interior renovation from the 2nd to the 18th floor of the North Tower, and from the 2nd to the 12th floor of South Tower of the Condado Palm Inn and Suites, located at Ashford Avenue, Condado Sector, San Juan, P.R. A total of 63 hotel units and 16 hallways renovated at the South Tower.

Various Housing Projects - Maryland: Worked as an Assistant Site Manager involved in the sitework for 200 low-income houses in center Baltimore, assisted in the turnover finishes of townhouses in the navy base at Norfolk, VA, and in the construction from slab to building turnover of a four story elderly housing building in Bowie, Md, (Pine Oaks Apartments – This project received the Award of Excellence by Associate Builders and Contractors.

Other Puerto Rico Experience

Mall of San Juan

Millenium Park Plaza - Metro Office Park, Guaynabo, P.R.

San Patricio Office Center - Guaynabo, P.R.

Dave & Buster - Plaza del Sol Mall, Bayamon, P.R.

VET Center - Guaynabo, P.R.

Walgreens - San Juan, P.R.

Eduardo Jose Pardo, P.E.

Eduardo Jose Pardo, P.E.

RENOVACIÓN APROBADA: 14 de diciembre, 2016

RENEWAL APPROVED ON: December 14, 2016

Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico

DEPARTAMENTO DE ESTADO
Department of State

Secretaría Auxiliar de Juntas Examinadoras
Office of the Assistant Secretary of State for Examining Boards

La Junta Examinadora de Ingenieros y Agrimensores
The Examining Board of Engineers and Land Surveyors

por la presente certifica que
hereby certifies that

Eduardo José Pardo Vega

habiendo cumplido todos los requisitos de Ley, se ha inscrito en el Registro de esta Junta como
having met all the requirements of law, has been registered as

Ingeniero Licenciado
Licensed Engineer

En testimonio de lo cual, se expide esta licencia para el ejercicio de dicha profesión, bajo el sello de la Junta Examinadora.
In testimony whereof, this license is issued to practice this profession, under the seal of the Board of Examiners

En San Juan, Puerto Rico, efectivo 21 de diciembre de 2016
In San Juan, Puerto Rico, effective December 21, 2016.

Número de Licencia: 18048
License Number

Vencimiento: 20 de diciembre de 2021
Expires December 20, 2021

Presidente

Secretario
Director

Felix A. Trullenque, P.E.

Lead Construction Manager

EDUCATION

Bachelor of Science of Civil Engineering

University of P.R., Mayaguez Campus

CERTIFICATIONS AND TRAINING

Fully Bilingual

Primavera

AutoCAD

YEARS OF EXPERIENCE

13 years

Professional Experience

Felix has 13 years of construction experience. He has the responsibility of supervising, organizing and managing the Construction Department of General Contractor Yates/Bird, LLC, in PR. He has been in charge of approximately 130 Subcontractors and over 600 brigades for the refurbishing of 22,000 houses damaged by Hurricane Maria.

Disaster Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Alamanda Development, Guaynabo: In charge of managing all construction activities for Multifamily housing project in Guaynabo, PR. Composed of 134 dwelling apartments compiled in 6 buildings of 3 and 4 stories. Actively participated in the Design, Permitting and Construction Trades to the extent of delivering the dwelling to the home owner.

Las Primaveras, Carolina: In charge of managing all construction activities for Single and Multifamily housing project in Carolina PR. Composed of 120 low income, social interest, dwelling apartments compiled in 4 buildings of 3 story high apartments. Actively participated he Design, Permitting and construction trades. Project awarded "Best Multifamily Development in 2016 " by the PR Home Builders Association.

Metropolis, Hato Rey: In charge of all construction activities and in direct relation with all subcontractors to achieve the construction of a 20 story high apartments building with an additional five (5) story high parking building.

Metro Plaza Towers: In charge of all construction activities needed for the development of two (2) twenty-two (22) story high towers. In 2008 this project was awarded "Project of the Year", by the Puerto Rico Home Builders Association. All project data gathering of the work to be performed by the contractor was done using the Critical Path Method (CPM).

Felix A. Trullenque, P.E.

RENOVACIÓN APROBADA: 15 de febrero, 2017

RENEWAL APPROVED ON: February 15, 2017

Gobierno de Puerto Rico
Government of Puerto Rico

DEPARTAMENTO DE ESTADO
Department of State

Secretaría Auxiliar de Juntas Examinadoras
Office of the Assistant Secretary of State for Examining Boards

La Junta Examinadora de Ingenieros y Agrimensores
The Examining Board of Engineers and Land Surveyors

por la presente certifica que
hereby certifies that

Félix A. Trullenque Martinez

habiendo cumplido todos los requisitos de Ley, se ha inscrito en el Registro de esta Junta como
having met all the requirements of law, has been registered as:

Ingeniero Licenciado
Licensed Engineer

En testimonio de lo cual, se expide esta licencia para el ejercicio de dicha profesión, bajo el sello de la Junta Examinadora.
In testimony whereof, this license is issued to practice this profession, under the seal of the Board of Examiners.

En San Juan, Puerto Rico, efectivo 16 de diciembre de 2016
In San Juan, Puerto Rico, effective December 16, 2016.

Número de Licencia: 22618
License Number

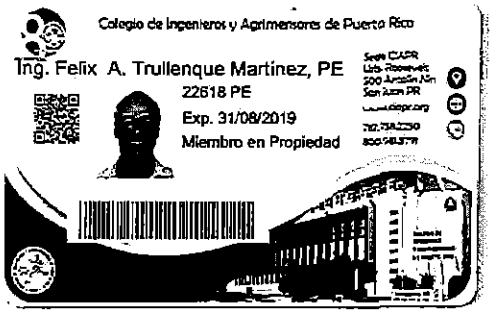
Vencimiento: 28 de mayo de 2019
Expires: May 28, 2019

Presidente

Mariana E. Cortés Aldebol
Directora
Director

RESUMES AND CERTIFICATIONS

Felix A. Trullenque, P.E.



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Nestor A. Rodriguez Avila, P.E.

Lead Permitting Manager

EDUCATION

Bachelor of Science of Civil Engineering

University of P.R., Mayaguez Campus

Magna Cum Laude

CERTIFICATIONS AND TRAINING

Colegio de Ingenieros y Agrimensores de PR

AGC - Puerto Rico Chapter

Puerto Rico Home Builder Association

TAU-BETA-PI, National Engineering Honor Society

YEARS OF EXPERIENCE

32 years

Professional Experience

Combined 32 years of hands-on experience in civil engineering design and the construction industry, Nestor has the capacity, knowledge and leadership required to successfully direct the design-build Team through all the design process, construction, and delivery stages of the project. His management skills to develop a project of this size has been evidenced, while as Project Manager of Bird Construction Co. he successfully administered two Hi-End complex projects of significant size (72 million combined) at once.

Disaster Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Los Paseos Development Site -Rio Piedras, PR

Plaza del Condado Condominium: 15 Story Apartment and Parking Building Cost $6M, San Juan, PR

Acquamarina at Ashford 1315: Residential Apartment Building and Parking Building. Cost $30M, San Juan, PR

Trump Founders Residences at Coco Beach: Residential Apartment Building. Cost $42M, Rio Grande, PR

Ciudadela Phase III: $80 Million Residential Project, Santurce, PR

Ciudadela Phase II: $66 Million Residential Project, Santurce, PR

Vanderbilt Hotel and Towers Units Completion, Spa, and West Restaurant: $10.5 Million, Condado, PR

Other Puerto Rico Experience

Plaza Las Americas Parking Building Exp.

Plaza Las Americas (PLA) Office Tower

PLA North Deck Parking Expansion

JC Penney Flagship Store at PLA

Const. Area 300,000 SF, San Juan, PR

Centro Internacional de Mercadeo

Eugene Rivenbark

Lead Quality Control Manager

EDUCATION

U.S. Navy Quality Control School Degree

CERTIFICATIONS AND TRAINING

U.S. Navy Quality Master Training Specialist

First Aid/CPR

U.S. Army Corps of Engineers Construction Quality Management for Contractors

OSHA 30-Hour Certified

LEED AP BD+C

YEARS OF EXPERIENCE

32 years

Professional Experience

Eugene will plan, coordinate, and direct the quality control program designed to ensure continuous construction consistent with established standards. He formulates and maintains quality control objectives and coordinates objectives with construction to maximize reliability and minimize costs.

Disaster Recovery & Housing Experience

Beau Rivage Resort & Casino Reconstruction: The reconstruction of Beau Rivage Resort and Casino after Hurricane Katrina was a $371 Million fast-track project completed within 8 months. It covered 3,200,000 SF including 1,740 guest rooms, casino space, a 6 level parking deck, 12 restaurants, 4 lounges, and 12 retail venues.

Barksdale Air Force Base FY02 Dormitory: Barksdale Dormitory was a design-build 96 person, 48 module dormitory. This dormitory was an all concrete structure with concrete roof, slab, and exterior balconies. It was also constructed to meet the Anti-Terrorism / Force protection requirements.

Sheppard Air Force Base Permanent Party Dormitory: This facility was a 55,079 square foot four-story dormitory, having a total capacity of 144 personnel. The construction consists of a structural steel frame with brick exterior and standing seam metal roof.

IDIQ USACE Temporary Offices - Hurricane Katrina: Setting up 66 sites covering a six county area.

New Embassy Compound - Monterrey, Mexico: This $120 million design-build project included a five-story office building and five additional buildings within a high security compound. During the course of this project the city of Monterrey was hit with the remnants of Hurricane Alex, causing extensive flooding in the city and at the jobsite. According to our contract, and with the extent of the delay and damages, Yates was entitled to extend the schedule by 70 days. Working with the owner and our design partners, Yates was able to re-sequence portions of the project and minimized the number of days needed, resulting in cutting 25 days from the original 70 days that had been allotted.

Anthony Jaime

Lead Safety Manager

EDUCATION

Universidad Interamericana de Puerto Rico

CERTIFICATIONS AND TRAINING

First Aid/CPR

OSHA 500

First Aid/CPR

Certified Health & Safety Technician

MSHA Training Instructor

OTI Safety Technician

OSHA Record Keeping

NCCER Instructor - Basic Rigger and Signal

Certified Compentent Person in Scaffolding

Bilingual

YEARS OF EXPERIENCE

25 years

Professional Experience

Responsible for monitoring Safety Program, performing regular safety inspections, as well as providing ongoing education and direction to the subcontractors throughout the course of the project.

Disaster Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Keesler AFB Military Housing: Largest MILCON project in Air Force history (1028 units); largest LEED for Homes in History to date (736 units); building on ground zero just months after Hurricane Katrina; ability to bond and provide Builder's Risk of this magnitude; very aggressive schedule; replacing 1028 units while keeping units on line for base residents to live during construction; after construction began, a change order was given converting 736 units to be certified LEED silver.

Fort Gordon AIT Barracks: This design/build $20.8 million, 93,000 SF, three-story barracks facility includes 144 sleeping quarters, as well as classrooms and storage components.

Armed Forces Retirement Home: The $205 million facility includes three residential towers totaling 817,000 SF with a 400-car parking deck, offices for administrative accounting, security, recreation, and facilities management. The facility received a LEED Gold rating, and is designed to provide continuous HVAC, potable water, electricity, sewage treatment, and fire protection in the event of a category five hurricane.

Everglades on the Bay: Everglades on the Bay is a high-rise condominium complex located in Miami, Florida. It consists of two, twin 49-story towers with 870 residential units.

Grand Panamabe Resort: Two towers providing a total of 300 residential units.

Halifax Landing: Halifax Landing is a 530,666 SF, 14-story tower. The $52 million project has 186 spacious units with high-end finishes. Features include a secure parking garage, a fitness center, volleyball court, and a heated pool and spa.

Omar Lopez

Lead HR Manager

EDUCATION

BBA Accounting
University of Puerto Rico
MBA Marketing
MBA Finance
Interamerican University of Puerto Rico

CERTIFICATIONS AND TRAINING

Peachtree
Starbuilder
Windows

YEARS OF EXPERIENCE

19 years

Professional Experience

Omar has been the Human Resources Manager and Comptroller for Bird for the past 19 years. He works closely with senior management as a partner in driving the goals of the business to completion providing sound financial perspective and expertise in all relevant areas of business. He directs and leads accounting and human resources staff in the day-to-day activities (accounts receivable, accounts payable, general ledger and payroll) with primary focus on controlling cash flow and spending activity, regulatory and tax compliance, month end close, financial statement analysis and job cost reporting. He plans and conducts internal audits evaluating the company's business risk and issues recommendations for improvement to internal controls and operating processes. He also interfaces with and maintains relationships with suppliers, subcontractors and project managers. Omar maintains the work structure by updating job requirements and job descriptions for all positions and maintains management guidelines by preparing, updating, and recommending human resource policies and procedures.

Disaster/Recovery & Housing Experience

Puerto Rico Housing STEP Program: FEMA Disaster Recovery Program. Sheltering and temporary essential power program for Puerto Rico for over 20,000 single-family home repairs.

Acquamarina at Ashford 1315: Residential Apartment Building and Parking Building. Cost $30M, San Juan, PR

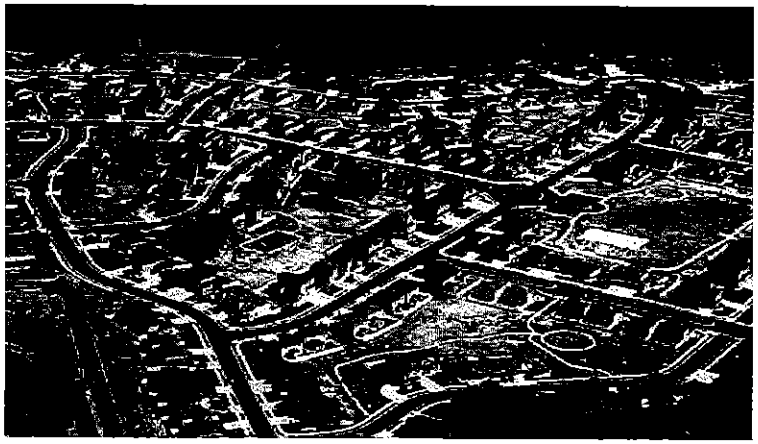
Ciudadela Phase III: $80 Million Residential Project, Santurce, PR

Ciudadela Phase II: $66 Million Residential Project, Santurce, PR

Vanderbilt Hotel and Towers Units Completion, Spa, and West Restaurant: $10.5 Million, Condado, PR

Paradise Chalets at Coco Beach Golf & Country Club - $43 MM, 2009

Aquamarina Condominium - $32MM, 2008



TAB 6

WORK APPROACH

WORK APPROACH

6.3.1. A brief description of the Proposer's overall understanding of the goals and requirements of the R3 Program. (5 points)

On September 2017, Hurricanes Irma and María severely impacted Puerto Rico causing extensive damage across the island, causing numerous homes to be severely damaged. The Puerto Rico Department of Housing(PRDOH) has secured from Congress certain CDBG-DR funds aimed to, among other goals, provide assistance and long-term recovery to home owners that suffered substantial damages in their homes. The funds shall concentrate on impacting some of the most distressed communities and populations on the island, by providing needed repairs to damaged homes that did not qualify for previous aids offered by the government; by relocating families from flood prone zones or other dangerous conditions, to safe grounds and building new homes for them; and by demolishing homes with extensive damages or unsafe conditions, as may be determined by the Program Manager, and building new homes for them. As a collateral impact of the implementation of this Program, the construction activity will simultaneously generate economic stimulation in the island's economy by creating jobs and impacting multiple sectors across the local economy.

For the achievement of this ambitious goal, PRDOH has developed the "Home Owner Repair, Reconstruction, or Relocation Program Construction Managers" (R3 Program) and is seeking for companies that can accept the challenge to reconstruct this vulnerable sector of Puerto Rico. Yates-Bird, LLC is willing to accept this challenge and is ready to put its experience in disaster relief and available resources to the PRDOH disposal to assist them in the execution of this R3 Program. Below is a list of some of the most relevant task Yates-Bird would be executing in the R3 program as Construction Manager:

- Perform an assessment of the damages of each of the homes, and an evaluation of the estimate prepared by the Program Manager.
- Provide design services for the required repairs of each of the assign units.
- Provide design services of a variety of new homes, including single story and two story models with varying numbers of bedrooms from 2 to 4.
- Getting approval of the designs from the required governmental agencies and authorities having jurisdiction.
- Getting the Demolition, Construction and Use Permits, along with all required or contingent endorsements, for each of the assigned units.
- Provide Lead and Asbestos abatement services, as required by the Environmental Assessment provided by the Program Manager.
- Demolition work.
- Home repair work.
- Construction of new homes.

- Implement a safety programs during construction.
- Implement a quality control program to ensure a quality repair or new construction.
- Keep documentation as required by PRDOH as required.
- Coordinate with the home owners the repair, construction or relocation work.
- Provide the home owner with an orientation of their repaired or new home features.
- Manage and coordinate all these activities in addition to coordinate with other PRDOH contractors or service providers such as Call Center Operators, Program Managers, Environmental Consultants and Cost Estimators, among others.

Yates-Bird understands that the PRDOH is raising the bar with the standards that the repaired or new homes must comply with to improve the quality of life of the home owners and the impact that these homes have to the environment. In this sense, Yates-Bird will provide designs that comply with the latest codes, that are more resilient to future hurricanes, and that will improve its sustainability by incorporating energy and water efficient systems that will decrease the environmental impact and save utility expenses to the owner.

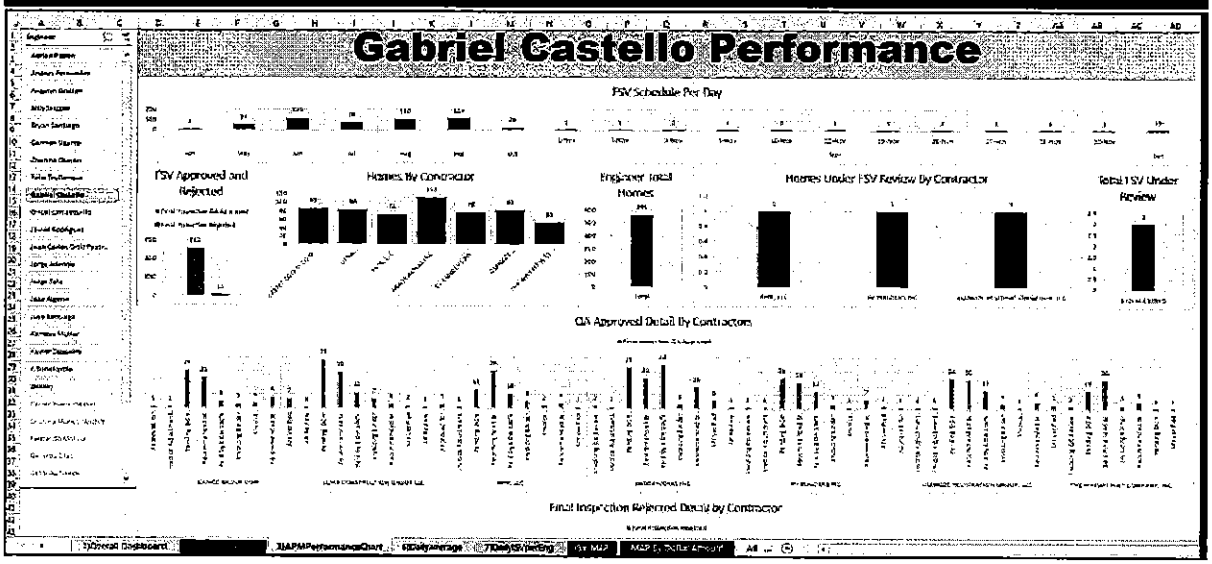
It is of the essence for Level 1 Contractors to provide a well-organized construction administration and thoughtful work logistics to execute an extensive volume of work in a relatively short period of time. We have the knowledge and experience to do so, and are considering using innovative construction methods and materials that will help in simplifying the construction process while providing a shorter construction period. We are also ready to deal with additional challenges that our geography, and limited material and human resources impose. Yates-Bird understands the R3 Program goals and requirements to carry out the ambitious Repair and Reconstruction work that the PRDOH is aiming.

6.3.2. A brief approach to Proposer's general administration and coordination of the Construction Management Services efforts under an engagement with PRDOH (10 points)

Based on our experience with previous CDBG Programs and our current role as a Prime Contractor in the STEP Program in Puerto Rico, we understand the administration and coordination needed to comply with PRDOH and the program requirements. Our management approach will utilize many of the same administrative personnel used in the previous STEP Program, but reinforced with additional staff, designers, engineers, suppliers, and supervisors to coordinate the work of our crews and that of our Subcontractors for the Repair and Reconstruction 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 owner(PRDOH). It also creates a stronger relationship between the construction managers team, owners team,

and any other groups, such as, program manager, inspectors, municipalities, etc. Communication is the life of a project and its team on a program this complex and large. By 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 information, and share in the most effective way, is something we consider one of our 'secret sauces'. Every home will be tracked from cradle to grave and beyond using our in-house software and database called S.U.R.E. (Software for Urban Recovery Effort). Each home will be accessible and include the history of its path through the program. History will include details from the highest level to the most detailed level. The data will include the schedule information, reports, pictures, inspections, notes added by departments, etc. This platform also allows us to share information with outside parties through portals in a customize fashion.

S.U.R.E SOFTWARE



A team of senior Yates-Bird management will be responsible for the day to day management, oversight, and guidance for the entire project and its operations. These lead managers will be responsible to manage their staff for all the coordination using our software platform that will integrate all aspects of the program requirements. This is an essential tool to keep track of the process needed for the execution of each home. Our management team will be lead by Drew Chance and Eduardo Pardo, both managers highly experienced in the construction business who also had an excellent working relation demonstrated in their capacity to execute in the STEP Program. This 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 that is and has been involved in other CDBG-DR Housing projects, Design-Build Housing projects, and demolitions projects. This executive support resource will act as a conduit to ensure best practices and lessons learned elsewhere are shared when appropriate.

WORK APPROACH

Our typical project administrative structure outlined below is consistent with departments referenced in the RFP, and incorporates the various personnel requested by the RFP. Variations are usually made during progress of the program to best suit the owner, contractor, and project needs.

- Procurement and Warehousing - This department will report to senior management and be headed up by the Procurement Lead. This team will ensure materials, vendors, subcontractors, and other resources are contracted as the program requires, materials arrive timely and consistent with program approvals, and the Yates-Bird supply chain stays open and moving to facilitate a timely R3 completion. The administration of this department will also include schedule input, budget input, management of submittals, Buy American compliance, Section 3 compliance, and other tasks as needed for the project.

- A team of Project Managers, Engineers, and Superintendents. (Organized by either Territory, Municipality, Repairs, Reconstruction, Relocation, Yates-Bird self-perform crews, or Subcontractor oversight). This team is a direct report and sub tier of the Project Management team. The delineation and delegation of this team is best determined once the territory, volume, and logistics are more specifically laid out. This is the team of individuals that keep constant supervision and oversight on the subcontractors, self-perform crews, materials, and other resources necessary to maintain the schedule and budget. They directly report to the Project management team and provide real time updates via mobile devices and our in house S.U.R.E.(Software for Urban Recovery Efforts) software. They are also held accountable by the procurement, scheduling, quality, customer service, safety, and change order departments by way of a reporting structure back to senior management.

- Scheduling Department – The schedule team will focus on scheduling activities from begin to end of a home. This includes tracking progress of administrative tasks, permitting in coordination with the permitting department, inspections, construction progress, closeout, and warranty. The team will be utilizing Oracle P6 schedules to establish timelines for construction based on the specific characteristics of a home, but also utilizing the data and calendar functions within our SURE software to track ever aspect outside of basic construction activities. The schedulers will be assigned to homes in the same way the Project Managers, Engineers, and Superintendents are assigned. Schedulers will hold the field team and department heads accountable where concerns are identified. Schedulers will regularly share schedules and high-level status reports with the field team, department heads, and senior management.

- Human Resources Department- The human resources department will be headed by the

Lead Human Resources Manager and is a supporting department to the senior project management department. Some of their greatest tasks for the department will be ensuring Section 3, Davis Bacon, Anti-kickback, Executive Order OE-2018-0033, along with many other initiatives are meet. The human resources department will also be critical in developing and executing staffing plans to ensure a quick and successful ramp up of departments.

DESIGN TEAM

- Design is an area important to utilize a local team of professional that understand local conditions, codes, permitting, best practices, and have a proven history of execution on the island of Puerto Rico. Yates-Bird has selected Rossilugo Architecture as our main design professional firm, nonetheless additional design firms already identified will be needed to carry out the volume of work needed. These design firms will be managed by our Lead Design Manager and his staff.
- We intend to delegate design based on various parameters such as repairs, new construction, location, experience of professionals, and ongoing performance. These factors will allow us to improve efficiency, communication, and performance as the program progresses.
- We have incorporated multiple designers into our approach to ensure we have a sufficient number of professionals available to carry out the demand and follow up necessary.

PERMITTING, ENVIRONMENTAL, AND PRECONSTRUCTION

- The Permitting, Environmental, and Preconstruction Team will be led by the Lead Permit Manager. The permits will be procured by permit consultants (gestores de permisos) as well as by staff trained to process the permit documentation. This team will utilize schedulers to track and report the early progress of getting a home prepared for construction.
- The team will directly communicate with the design team to make sure all items identified by PRDOH Environmental Consultants are address prior to construction. The progress will be tracked through our SURE software to ensure things are complete timely before certifying clearance for work.
- The Permitting, Environmental, and Preconstruction team will also be responsible for tracking and closing any other deliverables or releases necessary prior to the home being handed off to the construction team.

QUALITY CONTROL & SAFETY MANAGEMENT TEAMS

- Quality and Safety are two departments that Yates-Bird believes should be managed and started before work every takes place at the home site. This proactive approach does not take away from our commitment to follow through in the field and ensure it is being done

correctly.

- Yates-Bird starts this commitment by training our crews and subcontractors to our safety and quality standards. Our teams will be headed up by the Quality Lead and Safety and Health Lead but will include several trained and qualified professionals. These teams will be assigned a certain amount of homes to be identified later that they will be responsible of supervising and documenting the safety and quality control of the work through our software system. This electronic accountability and tracking will allow management to address any negative trends and replicate the positive ones.

INFORMATION TECHNOLOGY AND SUPPORT

- Yates-Bird will utilize a team of IT professionals to manage and maintain all software and hardware necessary to operate a program of this size. In addition to our normal IT tools, Yates-Bird has reviewed and is comfortable with the software listed in the RFP documents.

WORKFORCE DEVELOPMENT AND TRAINING

- A primary goal for Yates-Bird is to train and retain qualified professionals. We recognize that training pays dividends through improved safety, productivity, quality of work, reduced absenteeism, increased retention, and the overall positive impact on the community beyond the project completion.
- Maximizing and improving the existing workforce is a strategy and goal Yates-Bird believes will make this program most successful and impact the island of Puerto Rico for years to come.
- Development and training will include the following curriculums and will be rolled out to various parties where appropriate. Additional programs may be utilized but were not included in this section for brevity.

CRAFT LEVEL TRAINING - Craft level professionals will have the option to train through a standardized National Center for Construction Education and Research(NCCER) curriculum. This program provides craft level employees with hands on training that increases their knowledge base and skill set. The program also provides the ability to assess the knowledge and skill level of its craft employees through assessment certification testing and uses the results to target specific training needs. With anticipation of the need, the program has already been tailored to fit the CDBG-DR Housing program and potential skills needed to execute the work. It has also been proven that math courses can greatly accelerate an individual's ability to grasps construction concepts and methods. We will utilize local institutions as needed to facilitate such courses.

CUSTOMER SERVICE TRAINING - Yates-Bird recognizes the importance of communicating professionally and providing an exceptional level of service when dealing with homeowners, inspectors, program managers, or anyone else encountered.

WORK APPROACH

ADMINISTRATIVE TRAINING – Yates-Bird will provide a variety of trainings to ensure the departments and staff members have proper knowledge and skills to carry out the R3 Construction Manager's role.

QUALITY CONTROL AND PROGRAM GUIDELINES TRAINING – Understanding the goals, guidelines, and expectations of the program is one of the biggest issues of contractors and subcontractors involved in these type programs. Yates-Bird will take the time to communicate the rules and expectations to every level of the project. It is paramount in completing homes timely, eliminating quality issues, and managing homeowner's expectations. Quality and guideline training will be a mandatory part of employee and subcontractor training.

QUALITY ASSURANCE AND QUALITY CONTROL DEPARTMENTS

- The Quality department will be proactive through training and design input and diligent in follow up and accountability in the field. The design input will ensure resilience and green standards are being implemented in a way that is constructible and most efficient. The follow through in the field will ensure the input early on makes it all the way through to completion. The quality professionals will also be the source to bring back best practices and lessons learned to the design team, project manager, and owner for continual improvement. In item 6.3.6 we will cover additional detail of the quality process.

ACCOUNTING (INVOICING/ACCOUNT RECEIVABLES AND PAYABLES)

- An accounting team will manage all aspects of our project from payroll, supplier invoices, subcontractor invoices, and Owner applications. Our project management software will facilitate timely processing of required documentation and nearly eliminate mistakes. Yates-Bird understands the importance of getting it to the owner and program manager right the first time. We will utilize much of the accounting team from Puerto Rico STEP program since they are familiar with the demand of these programs and have an existing relationship with the Department of Housing.

WARRANTY AND CUSTOMER SERVICE

- Owner satisfaction and providing value to both Department of Housing and the homeowners

is a very crucial part of the program. This aspect carries a lot of weight in the public perception of the work. Priority will be given to this team to monitor and resolve any situation.

6.3.3 A brief description of the Proposer's general experience and knowledge of local standards of design and construction requirements in Puerto Rico. Provide a description as to how the Proposer will ensure efficient integration on the design and construction components of the Construction Management Services. (25 Points)

Yates-Bird LLC is a company established by W.G Yates and Sons Construction Company (Yates Construction) and Bird Group, LLC (Bird Group) to combine the attributes that each of the companies individually has, and create a well experienced and resourceful company capable of complying with the demands of the R3 Program. Both, Bird and Yates, have been successfully providing construction services for over 50 years. Yates has ranked among the nation's top 50 construction service providers in all delivery methods (Construction Management, Program Management, General Contracting, Design/Build) in recent years and has the capabilities to provide a full range of construction services to clients nationally and internationally. 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 PR, 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 also brings to the table the local work experience of performing one of the most ambitious recent projects in PR, the PRDOH STEP Program, in an approximate amount of $250 million, in which our excellent execution earned us the assignment of units beyond our originally assigned territory that far exceeded our initial scope of work.

YATES-BIRD COMPLETED OVER 20,000 HOMES FOR THE PR DOH STEP PROGRAM

WORK APPROACH

For the development of the design of the six model homes Yates-Bird will incorporate to the team the well experienced local design firm Rossilugo Architecture. Rossilugo Architecture has ample experience in a wide range of the housing market that goes from dealing with low income housing projects such as El Caño Martin Peña to highly recognized apartment buildings like Ciudadela at Santurce. Rossilugo Architecture is well acquainted with the local standards of design.

One of the advantages that Yates-Bird offers by teaming with Rossilugo Architecture is the 10 year working relationship and experience working together on the well regarded Ciudadela Project at Santurce. From this work experience a professional relationship has been developed, giving confidence that this firm has all the necessary resources to manage and deliver the design an engineering services that the R3 Program may demand. Rossilugo also has experience designing buildings using the roof forming systems that we have selected for the construction of the new homes. Their understanding of the forming systems will definitely help in providing designs that are both, physically constructible on site and economically feasible. In addition, the selected Lead Design Manager and Senior Project Mangers will keep close communication with the Design Team in order to coordinate all design aspects required by the R3 Program and related to the construction on site. Special site conditions will be pointed out by the Lead Design Manager to the designers, to address these conditions during the design process. The Lead Design Manager will monitor the schedule of the design phase of each of the units to assure that the design is done within the time frame allotted, and will not delay the construction of the homes.

Since every case is different, the design phase for the repair work, may be more time consuming than the typical homes. Yates-Bird will engage several experienced design firms in order to be able to keep-up with the expected load of cases. The Senior Project Mangers will assign each unit to a Project Manager that will be responsible, in conjunction with the Lead Design Manager, to closely coordinate all field conditions with the design, in order to avoid delays once the repairs start.

In summary, close communication and coordination of the Lead Design Manager, the Senior Project Manager, and the Project Managers, with the experienced Design firms will assure the successful integration of the design and construction components.

On the following page we have provided a map showing our current office and warehouse locations, work performed in the last 12 months and our future office location.

Current Office and Warehouse Locations

Work Performed in last 12 Months

Future Office Location

6.3.4.A brief approach as to how the Proposer will ensure all local, state, and federal permit requirements applicable to the R3 projects are met. (15 Points)

There are several governmental approvals and permits that will have to be obtained at different stages in the development of the repair or construction of the new homes. These approvals and permits are:

- the Environmental Assessment, which will be provided by the Program Manager
- OGPE's Approval of Home Prototype Plans
- Demolition Permit
- Construction Permit
- Use Permit

Each home must go through the process of obtaining these permits, and each of these permits require certain conditions to be met, and certain documents to be submitted in order for them to be released. Among others, some of these documents are:

- Professional Certification
- payment for filing fees and taxes,
- endorsement of several governmental agencies,
- Plans and Specifications,
- Certificates of Master Plumber,
- Certification of Mater Electrician. etc.

Yates-Bird plans to keep track of all these documents as follows:

We will appoint a knowledgeable and experienced Lead Permit Manager that will implement

a series of steps to keep records of the status of each of the homes. He will prepare a detailed check list of all the documents and requirements needed for each of the permits, and will schedule the time required to obtain each of these documents, as well as the time to obtain an approval of the permit from the concerning agency (OGPE). This information will be uploaded in a specialized software (SURE) developed to track the status of the permits of each home. The program will be capable of providing a quick overview on status of the permits by categories and will generate timely notifications to follow-up each case. The program will include stop gates that will not allow homes to go to construction without the concerning documentation being uploaded, and verified by his staff. The Lead Permit Manager will be staffed with a team of people that shall secure all received documents by unit, until all documents are gathered and the case is ready to be submitted for permit approval. The Lead Permit Manager will also engage a group of Permit Consultant (Gestores de Permisos) which are people with vast experience in the processing and expedition of local permits. This Permit Consultant may also help with obtaining endorsement from governmental agencies.

The documents required for the submission and approval of the Home Prototype Plans at the beginning of the project, the Demolition Permit and the Construction Permit for each home unit will mainly be provided by the Permit Team. The documents required to submit and obtain the use Permit shall be the responsibility of the Project Manager assigned to the home units and processed through the Permit Team.

6.3.5.A brief approach and plan to ensure safety during demolition, abatement, and construction works. (10 Points)

Yates-Bird is entirely committed to safety. It is our policy to provide and maintain the safest possible conditions for all of our employees, project personnel, neighbors, and visitors. This is achieved through the continued implementation of our Safety, Health and Environment Program. Our Safety Program starts at the top with our Company Owners and Project Executives whose support and direction drives each level of our organization towards providing the necessary expertise and materials to operate an industry-leading safety program. Our Lead Safety Manager will be responsible to assess that the Safety Program is properly implemented and maintained in the projects by our own forces and by our subcontractor's as well. The Lead Safety Manager will be staffed with a group of Safety Officers that will be assigned a share of the homes by zones. The Safety Officers will carry out regular site visits to perform safety inspections. They will prepare a list of the safety deficiencies found, and discuss them with the Foreman, the crew leader, the subcontractor's personnel, and the Project Manager, and make sure the deficiencies are corrected.

WORK APPROACH

For asbestos and lead abatement work we will be engaging a specialized subcontractor that has all licenses, qualifications and experience for this type of environmentally sensitive work. The specialized subcontractor will be responsible to implement all necessary safety measures to perform their work safely. Our Safety Officer will visit the premises before the abatement work is started, and will discuss with the specialized subcontractor leader the safety measures to implement, and will make sure they are in place before the abatement work is started. Proper signage will be located in visible places to warn visitors or neighbors of the dangers of crossing the barriers. Access to the premises will be dully blocked while the abatement work is being performed. After the abatement is finished, the warning signage, temporary walls, plastic bubbles or any other measure used to isolate the area shall be removed and discarded by the specialized subcontractor. A certificate shall be issued by the specialized subcontractor certifying that the area is clean of contaminants.

During the demolition work, our Safety Officer will make sure that the site is duly fenced by our personnel or the subcontractor's personnel, to avoid visitors or neighbors trespassing into the site. Warning signage indicating "Do not enter" "Demolition Work in Progress", identifying the "Entrance and Exit of Trucks", and the safety gear required to get into the area will be placed on visible places. The demolition work will be subcontracted to 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 make sure that a source of water is present to keep the demolition area wet at all times, and avoid excessive dust that may affect neighbors. Also the subcontractor shall clean the truck wheels before exiting the site to avoid getting dirty with mud the access street. The site shall be kept organized, and the premises clean. The site fence shall be duly closed at the end of the day.

During the construction of homes, the demolition fence will be kept, or, if there were no demolition, the site will be temporarily fenced to the main street to avoid neighbors or visitors from getting into the construction area. Proper signage indicating "Do Not Enter", "Work in Progress", and other appropriate warning signs will be displayed in the fence. Each home will be assigned a Project Manager and a Foreman that will be shared among a group of homes. Also every home will have a crew leader that will stay permanently. Each of these personnel are directly responsible, at different levels, for site safety. In addition, the Safety Supervisor shall continuously visit every construction site and make safety inspections as stated above. Each home will be supplied with a First Aid Kit. The inspections shall assure that proper work gear like work boots, long pants, gloves, safety glasses, hard hats, ear plugs etc. are worn at all times, defective equipment is removed or fixed, and that proper scaffolds and stairs are available to

reach elevated areas, or any other dangerous condition is immediately fixed. One of our top priorities on site to avoid accidents is to keep the site clean. Our Safety Officer and management and field supervisors are highly oriented toward keeping clean and organized project premises at all times, as we have learned that a clean project improves the productivity and quality of the work, and decreases the probability of accidents. Continuous cleaning will be enforced by our management and field supervisors.

6.3.6.A brief approach and plan to ensure quality of design, demolition, abatement, and construction works. (10 Points)

At Yates-Bird our qualify control process is designed to identify and correct problems before they occur, providing quality checks at each juncture of the design and construction process. It would be easy to copy a Quality Control Program that someone external to our organization prepared years ago, but that's not how it works for us. Provided below are steps to assure the R3 Program will be delivered with the highest quality in the industry.

- We have teamed up with the highly qualified architectural firm, Rossilugo Architecture, to provide services required for the development of plans and specifications of the single homes, as well as for the design of home repairs. Their deep experience in the housing market is our first step in assuring the quality of the design stage.
- We will provide a highly qualified, experienced and professional Managing Staff' which will certainly include the Lead Quality Control Manager, Gene Rivenbark, who is a well-seasoned and experienced quality control manager having gone through similar processes in previous projects, and is ready to implement procedures to achieve quality from day one. In terms of quality, there is no substitution for experience.
- Our Lead Quality Control Manager and supporting Managing Staff will closely coordinate all aspects of the design with the design team. Open communication to share issues and Program requirements that may affect the quality of the project is available from day one.
- Our Lead Procurement Manager will make sure that the products and materials to be purchased fully complies with the R3 Program, current codes, drawings, and specifications. We will require submittals, shop drawing, samples, mock-ups, etc, to make sure that the quality expectations understood and fulfilled.
- Our field quality control is comprised by several layers of supervision and inspections by qualified and experienced personnel. An assigned experienced Foreman will be responsible to, on a daily basis, supervise the execution of our field employees and our subcontractors. He will be responsible to verify, among others, that soil compaction testing has been performed and that the compaction criteria is met; that the reinforcing steel is complete and correctly installed and supported; that concrete forms are plumb and aligned; that all

required rough-ins are in place before a concrete pour; that concrete testing is made for each pour, and that the results are acceptable; that suspended slab forms are not removed before the minimum strength of the concrete for a suspended slab is achieved; that concrete is not adversely affected by adding water during a pour; that slabs are adequately cured to avoid cracks; and that the finishes of the home is up to our high standards. This Foreman will be supervised by the Project Manager, who will also be visiting the homes, and who in turn is supervised by the Lead Quality Control Manger. The Senior Project Manager is our internal final layer.

- Our Project Manager and Foreman may require sporadic or weekly meetings, asneeded, with our subcontractors to address delayed schedule issues, coordinate job sequences, and manageother important details in order to avoid errors that may cause delays and affect the quality of the job. Again, our experience plays a key role in foreseeing and avoiding problems.
- We will select known to us, skilled, experienced, and resourceful subcontractors and suppliers for this project, including, among others, demolition and lead/asbestos abatement subcontractors. We will not engage in contracting unknown or doubtful reputation subcontractors and suppliers, or whom we cannot guarantee their performance and quality.
- We will carefully handle and protect finish items from dirt and impact or scratches in order to avoid possible damage to them.
- We will employee skilled personnel in all levels that can show they are capable to provide the quality standards that characterize us.
- We will ensure that all product manufacturer's instructions and recommendations are strictly followed to achieve the promised quality level by the manufacturer.
- The Foreman will be responsible to prepare a room by room punch list, and correct the deficiencies before the inspection of the Owner/Program Manager (PM). The objective of this inspection is to basically reduce the Owner's/ PM punch list to a minimum, if any.
- We will provide the Owner with the manuals, and warranties of appliances, equipment and products incorporated in the project.

6.3.7.A brief approach as to how the Proposer will ensure that design, demolition, abatement, repair, and construction works are provided within established Program cost caps and within schedules for performance. (15 Points)

Our proposed costs have been achieved through the preparation of detailed estimates for each of our developed home models, in which all items have been priced based on suppliers and subcontractors recent quotations prepared specifically for this proposal. In our aim to perform the work within the established program cost caps we have closely looked at all possible materials, suppliers and subcontractors that can offer their products and services complying

with the required specifications and codes, while offering the lowest cost. Other steps that we took in our efforts to comply with the established program cost caps are the use of construction methods and techniques that can ease and speed the construction process. Among them we considered using for the construction of the structure, the Flexxowall form system for the concrete walls, and the LiteDeck form system for the roof slabs. These systems are lightweight, easy to handle and install, and will speed the construction process resulting in lower labor costs. These innovative techniques will also help us mitigate the existing problem in Puerto Rico with the availability of masons for block work and cement plaster trades. It is well know that there is a complete lack of availability of these personnel in Puerto Rico, and many construction projects in progress have had to find ways to deal with this issue. We've also factored the efficiency that we may achieve by training our personnel and that of our subcontractors, on the use of these forming systems. We also considered the discounts that we may obtain form the bulk purchase of materials and equipments. Notwithstanding all our efforts, we cannot comply with the established program cost caps, and are submitting with this proposal our realistic offer, on the hope that the established program cost caps could be further revised, and our proposal be positively considered.

In regards to the compliance with the established schedules, we have prepared a detailed schedule for the 4 bedroom home of one and two story homes, and are confident that we can perform the work within the established times. To assure that our estimated construction time is achieved we will take the following actions:

1) We will prepare a design schedule, and a construction schedule for each of the assigned homes. The Lead Design Manager will be responsible to assure that the scheduled design times are met.

2) During the design stage our Senior Project Manager and Lead Construction Manager will be carefully looking for every detail and information that is needed in the field in order to avoid wasting time in clarifying doubts along the construction process. Special attention will be given to design details that may not be ideal to use with our selected forming systems.

3) We will purchase in bulk most of the material to be in the homes, and will supply them to our crews and to our subcontractors, to assure that the required materials are always available when needed. This will eliminate delays due to unavailability of materials.

4) As mentioned before, we will be providing training sessions to our personnel and to our subcontractors to prepare them to use the selected forming systems. This will avoid wasting materials and their time while they learn the insights of the systems.

5) Our Lead Construction Manager will appoint a Construction Manager to each home. The Construction Manager will follow the construction sequence of each their assigned homes, and will be responsible to ascertain that the established schedule is kept along the construction of the

homes. He will do multiple weekly visits to each of his assigned homes in order asses the progress of the work and address any delayed schedule issues, and will be empowered to take all required actions to assure compliance with the schedule.

6) We will engage experienced and proven subcontractors on which we can rely for the timely construction of the homes.

7) Each of our Project Managers will be responsible to assure that the documents required for filing the Use Permit of their homes are available on time, in order to assure compliance with the delivery of the homes.

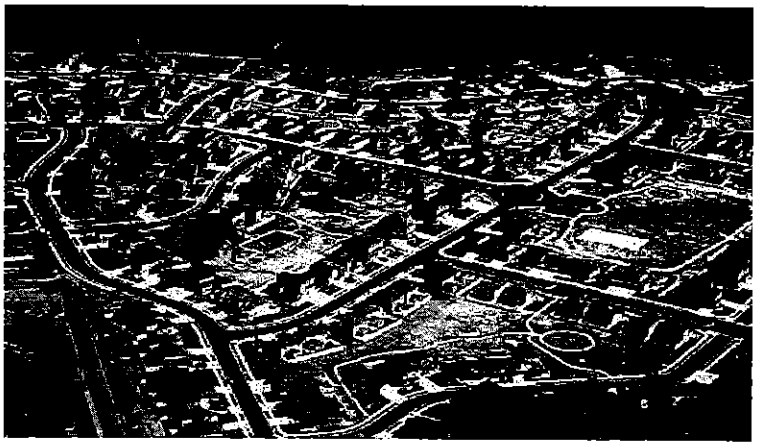
The schedule will be monitored closely with the additional tool of our software program to make sure our personnel and subcontractors comply with the time established. The software program will have built in tools to inform critical path dates on each home, therefore providing constant monitoring from our management team. In the case any home may be having problems with the schedule, the management team will all have notifications in order to take additional measures to resolve any situation on time. We have already worked our schedule, including permits and design process, to confirm that we can work with the established timelines. Also, we have committed to use a method of construction we understand will help us expedite the construction process. Special attention will need to be given to two-story homes which construction time and cost will be more difficult to maintain within the guidelines if not managed correctly. The construction of these two-story homes will have to be carried out only by a selected few crews specialized to produce these homes in time and budget.

6.3.8.A brief approach as to how the Proposer will ensure that applicant complaints and warranty issues are properly managed and resolved. (10 Points)

Based on our experience in other CDBG Programs and especially with the recent STEP Program we will use our lessons learned to respond to complaints. A complaint/warranty program will be developed by the Project Executive Team along with the Lead Warranty Manager in order to keep proper track of the process, ensure that the complaints/warranties are being addressed with diligence, and that they are properly solved. We will establish a complaint/warranty claim phone line that will be managed by trained personnel, who will be ready to provide orientation to clients, and if needed, to initiate a warranty service request. All requests will be registered in our software platform by case or unit number. The case number will automatically identify the subcontractor that performed the work, if that's the case, or will identify our Project Manager responsible to take care of the complaint. On a daily basis the complaints received will be communicated to the responsible entity. A reasonable period will be established in our software system to take care of the complaint. The program will be able to provide warnings with a list of the complaints that has not been solved within the established period. This program feature will facilitate the follow-up of

the cases.

The Lead Warranty Manager will assemble a team to promptly respond to complaints. The team will be given proper training to carry out the work. Pre-Construction and continuous training will also be provided to all our personnel and subcontractors to keep everyone aware of the customer service and immediate action needed to resolve complaints and warranties that are key to maintain a good public perception of the Program. An acceptance sign-off ticket signed by the Owner shall be returned to the Lead Warranty Manager, and uploaded into the system to validate the completion of the warranty service.



TAB 7

CONCEPTUAL DESIGN SUBMISSION

SINGLE-STORY 3-BEDROOM MODEL HOME

CONCEPTUAL DESIGN SINGLE-STORY 3-BEDROOM

Codes:

Our Single Story and Two Story Model Homes will be designed in full compliance with the latest applicable construction codes, including the recently approved 2018 Puerto Rico Construction Code. Code compliance requirements will be implemented by our design and engineering team, RossiLugo Architecture, in the design stages. Among the most relevant newly approved code requirements that our homes will include are hurricane and impact resistant windows, and an energy efficient roof forming system with an R-Value above the code minimum requirements. Our homes will also comply with OGPE's Permiso Verde using the ICC-700 National Green Building Standard.

Functionality:

Through our experience in the STEP Program we have learned that most of the sites where vulnerable homes are located tend to be small sites with limited fronts. With that knowledge we have developed a home model that can be freestanding, or have a party wall that will work on most of the site conditions. Our Single Story Model Home design feature an efficient open concept living/dining/kitchen area with front, side and rear windows that will provide adequate cross ventilation, natural light into the home, and will gives a comfortable sense of space. Our home complies with all the space requirements of the program, and will have the laundry conveniently located inside the home. All rooms will be well ventilated, and will have spacious closet in the bedrooms. The bedroom distribution is done is such a way that it reduces corridor space and allows for flexibility having an independent master bedroom towards one end. The space distribution complies with the requirements for accessibility. A front carport and porch provide additional convenience.

Proposed Construction Methods and Materials:

Our Single Story and Two Story Model Homes will be built taking into account the resiliency characteristics that the R3 Program is aiming. Toward that goal all walls and slabs will be built of concrete. We will be implementing innovative walls and slab construction techniques that will work specifically well for this Program. Our construction approach and methods will help to comply with the nature of this Program that requires building homes in different lots spread through the island with the majority having difficult access as well as with the new code compliance requirements. Our walls will be built using the Flexxowall Form Systems. The Flexxowall Form System was developed and patented by a local firm, and it is completely assembled in Puerto Rico. The system is composed of two plycem sheets attached together with a patented tie, into which concrete is poured. A shop drawing is developed for each of the home models, in which the walls are distributed into system modules, which are sized and their

windows and door openings are laid out and cut to size. The assembled forms come with all electrical boxes attached to it. This system is installed by hand, without the need of heavy lifting equipment, simplifying the installation. Rebar is installed as the modules are installed. Concrete is poured into the plycem modules, and the plycem sheets remain as the finish of the walls. Joints and tie holes are finished with a cementitious compound, to a smooth flush finish. There is a shortage of skilled masons and cement plaster finishers in the island. This system will accelerate the project since it will avoid the installation of masonry walls and the cement plaster finish on all walls, while assuring the quality by delivering straight and smooth wall finishes.

Roof slabs will be formed with LiteDeck Forming System. The LiteDeck Forming System is locally manufactured with High Density Expanded Polystyrene (HD EPS) ribbed sections that are reinforced with 18 Ga. metal studs, and provide a light, fast, and easy way to form slabs. Concrete is poured over the System to provide ribbed concrete deck. The System will arrive to the homes cut to the required lengths, which minimize waste, and will offer a R-Value above the minimum requirements. The end result is a light concrete structure that is resilient, sustainable and energy efficient. The exposed EPS will be covered with gypsum board sheets directly attached to the reinforcing metal studs in the System, providing a smooth ceiling finish.

Floors will be finished with tiles, showers will have mosaic tiles, and wall tile up to 6'-6" above the floor. and Kitchens will have tile in their back splashes.

Our impact resistant and storm resistant window system is mainly composed of single hung windows, and projected-out windows in the bathrooms. Some impact resistant fixed windows may be used in some models to make variations on the facades. Energy code complying glass will be used in our windows.

The homes will have painted wood doors, and the closets will have sliding mirror glass doors that will give a spacious room feel.

Energy Efficiency and Water Conservation:

Energy efficiency and water conservation in our homes will be reached by implementing the following measures:

1) We will use the LiteDeck Forming System which, as previously mentioned is made of HD EPS, which will provide the house with an average R value of 22. This high R value will certainly lower the heat transfer to the interior of the home, therefore allowing a comfortable interior temperature, while saving energy when air conditioning is on.

2) Our impact resistant and storm resistant glass windows will use energy code complying glass

that will reflect the heat out, and keep a cooler interior temperature.

3) Our waterproofing system will have an ultra white finish that reflects the sun rays deflecting the heat away, therefore allowing a cooler interior of the house, and saving energy consumption of air conditioning units.

4) We will supply a solar water heater that will certainly reduce the energy consumption.

5) We will furnish the home with propane gas rough-in and gas stove.

6) We will supply an Energy Star rated Refrigerator with each home.

7) We will provide the homes with WaterSence labeled fixtures such as 1.28 GPF toilets, 2.0 GPM Showerheads and Kitchen faucet, and 1.5 GPM bathroom faucets.

Sustainable Design Considerations:

Our design has considered the following sustainable measures:

1) Locally manufactured Flexxowall Form System will significantly reduce the use of wood forms, and the construction waist material going to our landfills.

2) The use of the locally manufactured LiteDeck Form System will also significantly reduce the use of wood forms, and the construction waste going to our landfills.

3) The use of LiteDeck Form System will insulate the roof heat from the interior of the home, therefore decreasing the need of using air conditioning.

4) We will provide a solar water heater with each home.

5) Glass windows with code compliant SHGC of 0.4 panes to avoid excess heat, and reduce the need of using air conditioning.

6) Glass windows will provide natural light into the homes, thus decreasing the need of turning on lights during the day.

7) The use of WaterSense faucets and toilets will conserve water resources.

8) The use of gas stove will reduce the energy consumption of the home.

9) The use of low VOC painting materials, low VOC adhesives and sealants, and mold resisting/prevention surfaces.

Expected Time for Construction:

For the presentation of this proposal we prepared schedules for the single story and two story homes with four bedrooms to be sure that we could comply with the times established in the RFP. Construction times depend on a series of factors like the availability of the materials, availability of field personnel, availability of supervision personnel, availability of subcontractors, learning curve, special site conditions, construction techniques, etc. We are prepared to control these conditions and understand that any of the homes model shall be completed within 14 weeks from start date. That will allow us three weeks to deal with unforeseen conditions, bad weather, or any other situation, like shortage of materials, that may arise.

CONCEPTUAL DESIGN SINGLE-STORY 3-BEDROOM

Strategies to Meet Designated Budget:

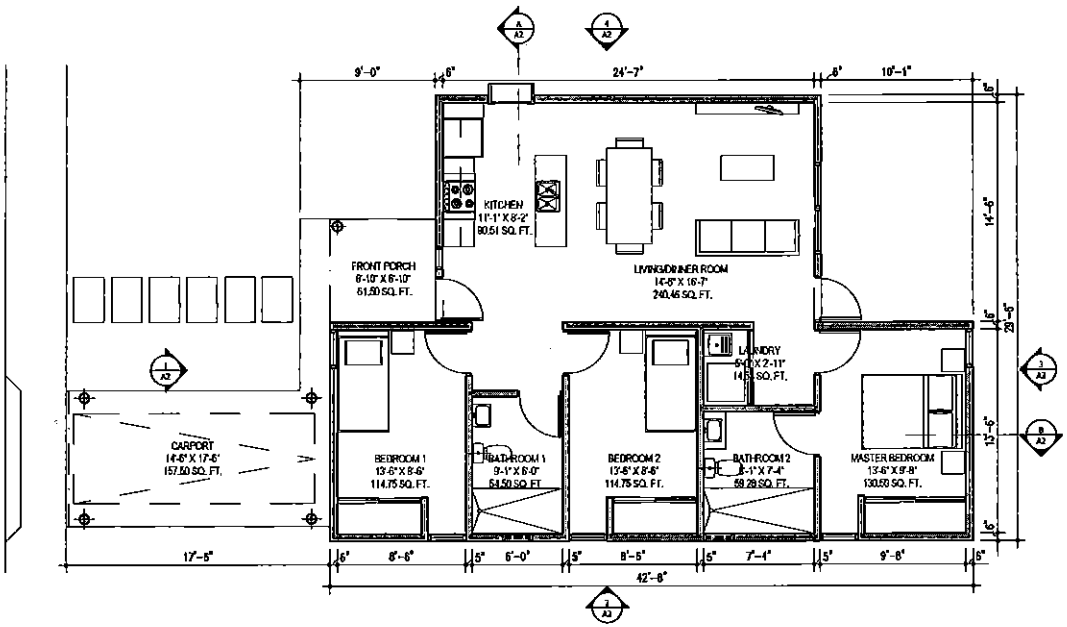
We have developed a very detailed estimate in which we considered all the conditions that the R3 Program requires, and have included the breakdown in the cost proposal book. Some of the requirements included in the estimate are:

1. Increase in the minimum labor wage from $7.25/hr to $15.00/hr. This increase pushes up all skilled labors and supervision costs.
2. Solar water heater.
3. New code requirements like: a) Impact resistant and hurricane resistant windows b) Energy efficient glass in windows c) Roof insulation with R=15 value.
4. Green Building Standards, Green Standard compliance.
5. 600 gallon cistern with pump system.
6. Covered carport.
7. Refrigerator and Gas Range appliance.
8. The fact that this is not a development where building efficiency is achieved by the reuse of ganged forming systems and the use of heavy hauling equipment like skytracks and cranes.
9. The cost of basic materials like wood, concrete, gypsum board, steel, ect. has risen due to shortages after hurricane Maria.
10. Buy American Act requirement.
11. Two story home models.
12. Area requirements like 90 SF Kitchens, 2 bathrooms in 3 bedroom homes.
13. Additional overhead cost due to expected cost of line of credit needed for upfront expenses like high volume material purchases, warehouse rent, management personnel payroll, payment to subcontractors, payment of insurances, bond, taxes, etc.
14. To manage the performance expected from us as Level 1 Construction Managers we will have to subcontract some of the work, therefore we have to account for a reasonable overhead and profit for the subcontractor.

Yates-Bird, through our experience in the STEP Program and other CDBG programs has some additional options that the Department of Housing may choose to be beneficial for this program, and we can provide a detailed list of these items along with revised cost for each.

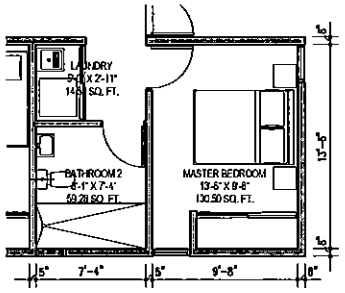
Compliance with Green Standards:

Through our home design and construction work we will introduce sustainable construction techniques and materials, energy efficient equipment and materials, and water conservation equipment, providing the characteristic to comply with ICC-700 national Green Building Standard through the "PERMISO VERDE" option available from the "Oficina de Gerencia de Permisos, OGPe.



ONE LEVEL HOUSE GROUND FLOOR PLAN
SCALE: GRAPHIC

CONSTRUCTION AREA: 1002.42 SQ. FT.
CARPORT & FRONT PORCH AREA: 219.00 SQ. FT.
GRAND TOTAL: 1221.42 SQ. FT.



MASTER BEDROOM ALTERNATE
SCALE: GRAPHIC

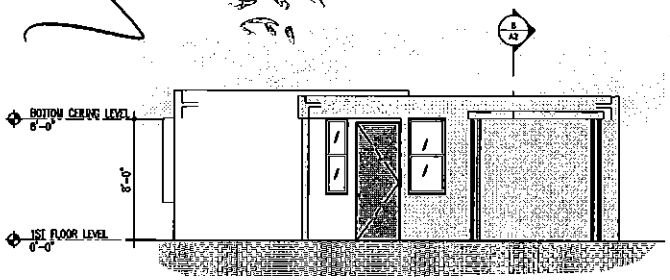
GRAPHIC SCALE
0 1' 2' 3' 4' 8' 10' 20'

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION

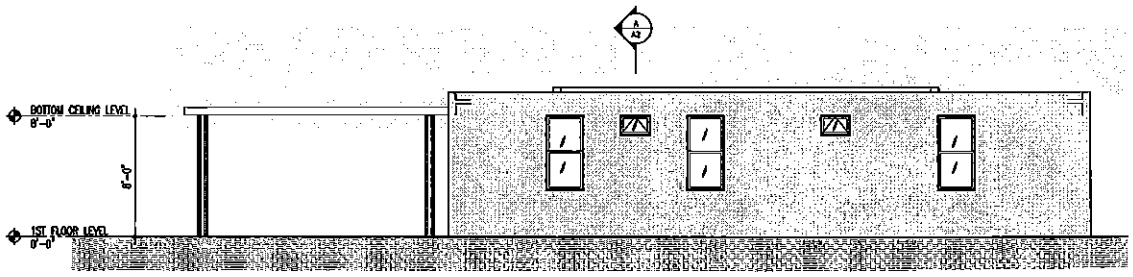
ONE LEVEL HOUSE, FLOOR PLAN
SCALE: GRAPHIC

YATES-BIRD ROSSILUGO ARCHITECTURE

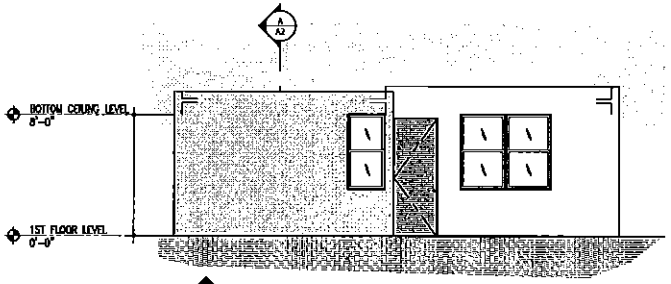
A1



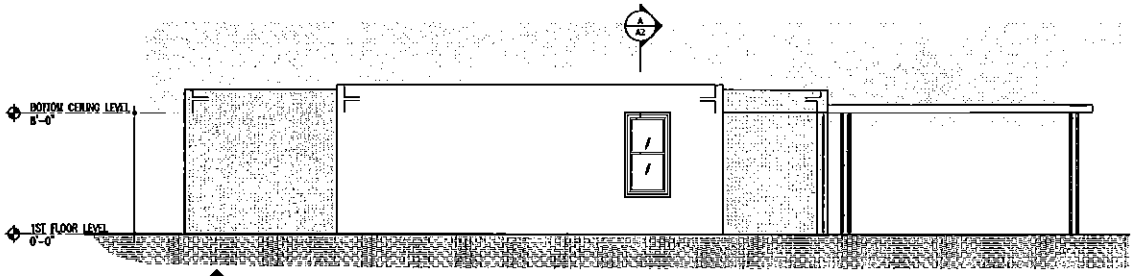
1 A2 ELEVATION 1
SCALE: GRAPHIC



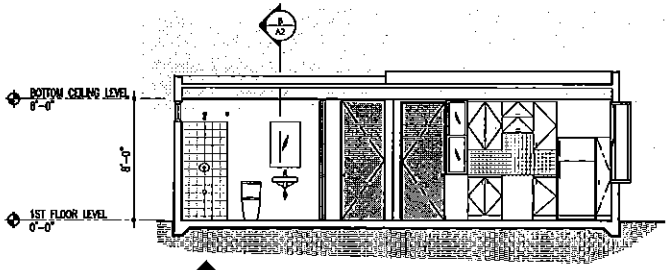
2 A2 SECTION 2
SCALE: GRAPHIC



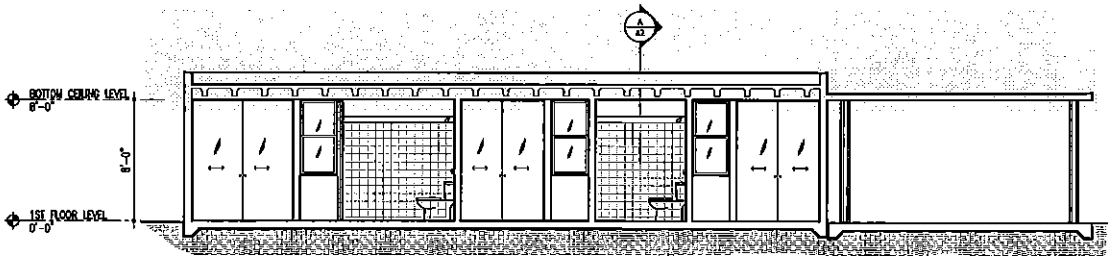
3 A2 ELEVATION 3
SCALE: GRAPHIC



4 A2 SECTION 4
SCALE: GRAPHIC



A A2 SECTION A
SCALE: GRAPHIC



B A2 SECTION B
SCALE: GRAPHIC

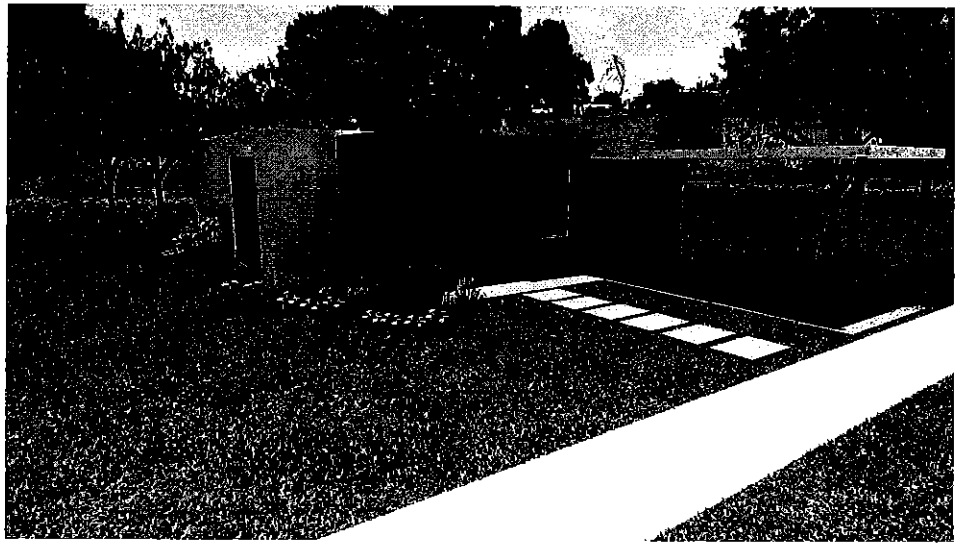
GRAPHIC SCALE
0 1' 2' 3' 4' 5' 10' 20'

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION

ONE LEVEL HOUSE, ELEVATIONS & SECTIONS
SCALE: GRAPHIC

YATES-BIRD ROSSILUGO ARCHITECTURE

A2



Note:
Furniture, fans and landscaping for display only, not included.

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION | ONE LEVEL RENDER

YATES-BIRD ROSSILUGO ARCHITECTURE

TAB 8

CONCEPTUAL DESIGN SUBMISSION

TWO-STORY 3-BEDROOM MODEL HOME

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CONCEPTUAL DESIGN TWO-STORY 3-BEDROOM

Codes:

Our Single Story and Two Story Model Homes will be designed in full compliance with the latest applicable construction codes, including the recently approved 2018 Puerto Rico Construction Code. Code compliance requirements will be implemented by our design and engineering team, RossiLugo Architecture, in the design stages. Among the most relevant newly approved code requirements that our homes will include are hurricane and impact resistant windows, and an energy efficient roof forming system with an R-Value above the code minimum requirements. Our homes will also comply with OGPE's Permiso Verde using the ICC-700 National Green Building Standard.

Functionality:

We understand that the Two-Story home models will be used in sites that have challenging space constraints. With this in mind, the footprint of the two story house is kept to a minimum. Our Two Story Model Home design complies with all the space requirements of the program. It features in the Ground Floor a single car carport connected to the porch area, which leads into the efficient open concept living/dining/kitchen space which have front, side and rear windows that will provide adequate cross ventilation to the space, natural light, and will gives a comfortable sense of space to the home, and has a door to provide access to the Patio. The Ground Floor also features a conveniently located in-house Laundry under the stair, with storage space, a handicap accessible, well ventilated bedroom, and full bathroom. The second story will feature two bedrooms, a full bathroom, and a linen closet. All rooms will be well ventilated, and will have spacious closet enclosed by mirror sliding doors. All two story homes will be appropriately sized in the lower level to allow for handicap accessible use. As an alternate model we are able to further reduce the footprint by having all the bedrooms in the second floor and integrating the carport to the main volume.

Proposed Construction Methods and Materials:

Our Single Story and Two Story Model Homes will be built taking into account the resiliency characteristics that the R3 Program is aiming. Toward that goal all walls and slabs will be built of concrete. We will be implementing innovative walls and slab construction techniques that will work specifically well for this Program. Our construction approach and methods will help to comply with the nature of this Program that requires building homes in different lots spread through the island with the majority having difficult access as well as with the new code compliance requirements. Our walls will be built using the Flexxowall Form Systems. The Flexxowall Form System was developed and patented by a local firm, and it is completely assembled in Puerto Rico. The system is composed of two plycem sheets attached together with a patented tie, into which concrete is poured. A shop drawing is developed for each of the home models, in which the walls are distributed into system modules, which are sized and their

windows and door openings are laid out and cut to size. The assembled forms come with all electrical boxes attached to it. This system is installed by hand, without the need of heavy lifting equipment, simplifying the installation. Rebar is installed as the modules are installed. Concrete is poured into the plycem modules, and the plycem sheets remain as the finish of the walls. Joints and tie holes are finished with a cementitious compound, to a smooth flush finish. There is a shortage of skilled masons and cement plaster finishers in the island. This system will accelerate the project since it will avoid the installation of masonry walls and the cement plaster finish on all walls, while assuring the quality by delivering straight and smooth wall finishes.

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Floors will be finished with tiles, showers will have mosaic tiles, and wall tile up to 6'-6" above the floor. and Kitchens will have tile in their back splashes.

Our impact resistant and storm resistant window system is mainly composed of single hung windows, and projected-out windows in the bathrooms. Some impact resistant fixed windows may be used in some models to make variations on the facades. Energy code complying glass will be used in our windows.

The homes will have painted wood doors, and the closets will have sliding mirror glass doors that will give a spacious room feel.

Energy Efficiency and Water Conservation:

Energy efficiency and water conservation in our homes will be reached by implementing the following measures:

1) We will use the LiteDeck Forming System which, as previously mentioned is made of HD EPS, which will provide the house with an average R value of 22. This high R value will certainly lower the heat transfer to the interior of the home, therefore allowing a comfortable interior temperature, while saving energy when air conditioning is on.
2) Our impact resistant and storm resistant glass windows will use energy code complying glass

that will reflect the heat out, and keep a cooler interior temperature.

3) Our waterproofing system will have an ultra white finish that reflects the sun rays deflecting the heat away, therefore allowing a cooler interior of the house, and saving energy consumption of air conditioning units.

4) We will supply a solar water heater that will certainly reduce the energy consumption.

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6) We will supply an Energy Star rated Refrigerator with each home.

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1) Locally manufactured Flexxowall Form System will significantly reduce the use of wood forms, and the construction waist material going to our landfills.

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Expected Time for Construction:

For the presentation of this proposal we prepared schedules for the single story and two story homes with four bedrooms to be sure that we could comply with the times established in the RFP. Construction times depend on a series of factors like the availability of the materials, availability of field personnel, availability of supervision personnel, availability of subcontractors, learning curve, special site conditions, construction techniques, etc. We are prepared to control these conditions and understand that any of the homes model shall be completed within 14 weeks from start date. That will allow us three weeks to deal with unforeseen conditions, bad weather, or any other situation, like shortage of materials, that may arise.

CONCEPTUAL DESIGN TWO-STORY 3-BEDROOM

Strategies to Meet Designated Budget:

We have developed a very detailed estimate in which we considered all the conditions that the R3 Program requires, and have included the breakdown in the cost proposal book. Some of the requirements included in the estimate are:

1. Increase in the minimum labor wage from $7.25/hr to $15.00/hr. This increase pushes up all skilled labors and supervision costs.
2. Solar water heater.
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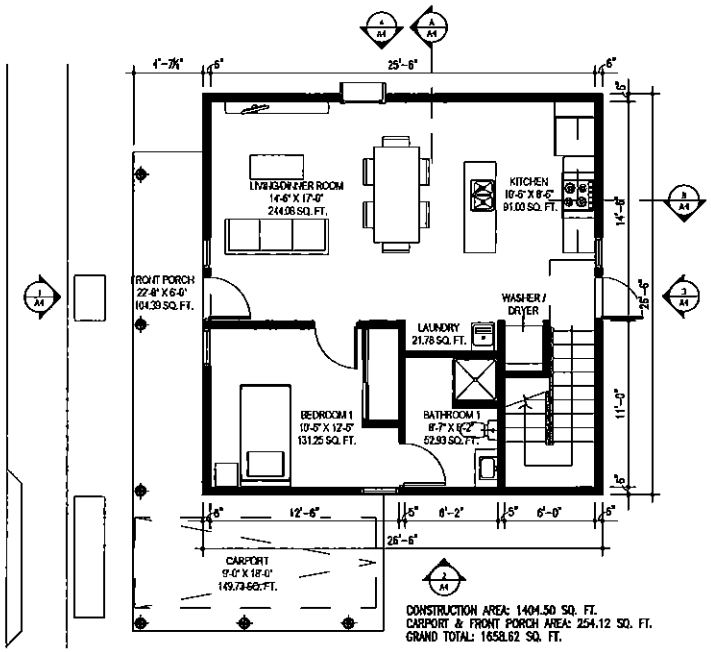
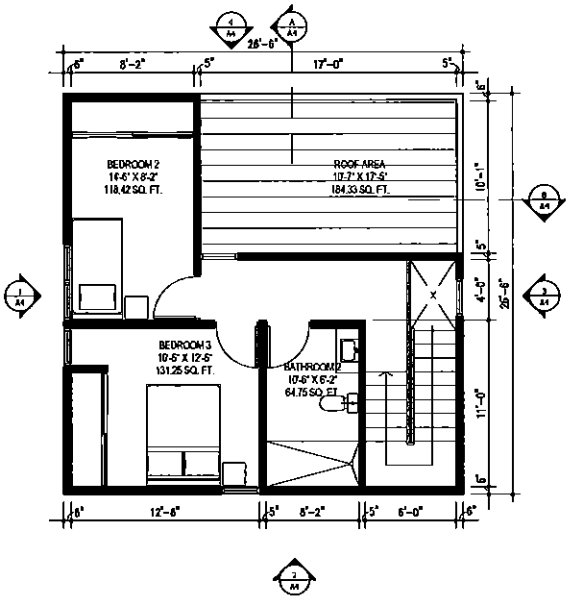
Yates-Bird, through our experience in the STEP Program and other CDBG programs has some additional options that the Department of Housing may choose to be beneficial for this program, and we can provide a detailed list of these items along with revised cost for each.

Compliance with Green Standards:

Through our home design and construction work we will introduce sustainable construction techniques and materials, energy efficient equipment and materials, and water conservation equipment, providing the characteristic to comply with ICC-700 national Green Building Standard through the "PERMISO VERDE" option available from the "Oficina de Gerencia de Permisos, OGPe.



TWO LEVEL HOUSE, GROUND FLOOR PLAN
SCALE: GRAPHIC



TWO LEVEL HOUSE, SECOND FLOOR PLAN
SCALE: GRAPHIC

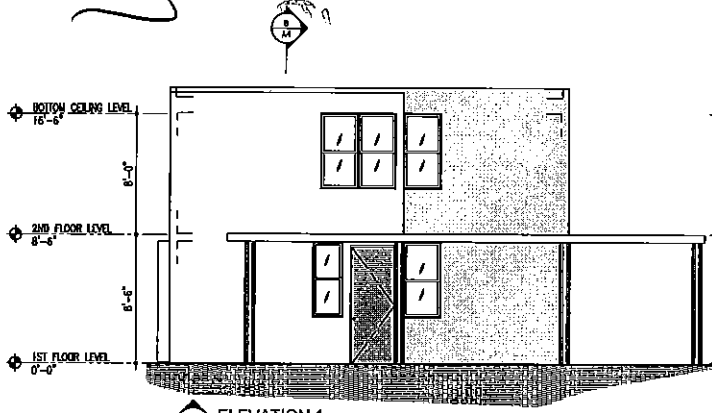
GRAPHIC SCALE
0 1' 2 3 4 5' 10' 20'

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION

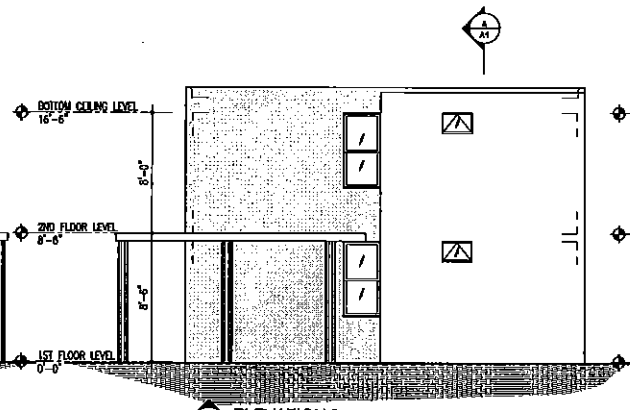
TWO LEVEL HOUSE, FLOOR PLAN
SCALE: GRAPHIC

YATES-BIRD ROSSILUGO ARCHITECTURE

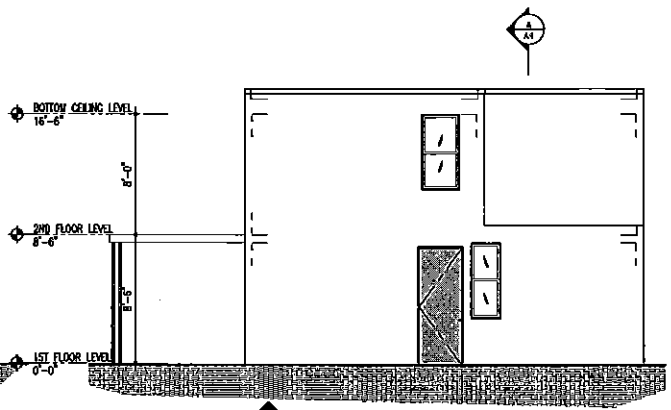
A3



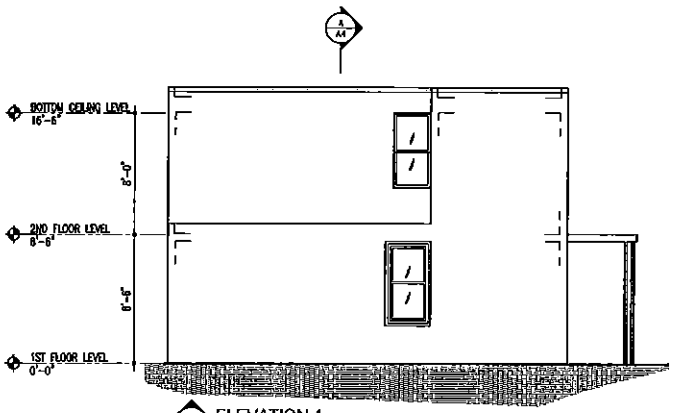
ELEVATION 1
SCALE: GRAPHIC



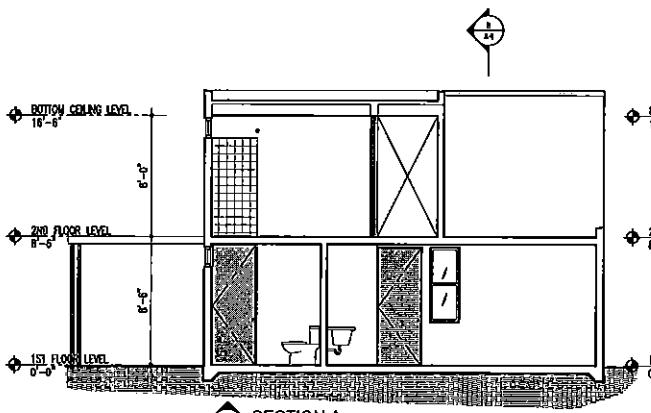
ELEVATION 2
SCALE: GRAPHIC



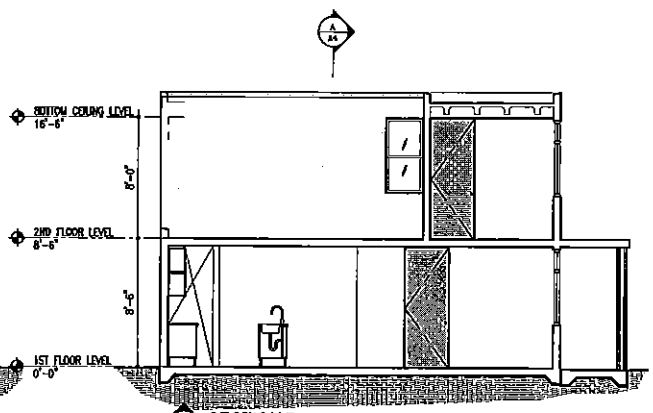
ELEVATION 3
SCALE: GRAPHIC



ELEVATION 4
SCALE: GRAPHIC



SECTION A
SCALE: GRAPHIC



SECTION B
SCALE: GRAPHIC

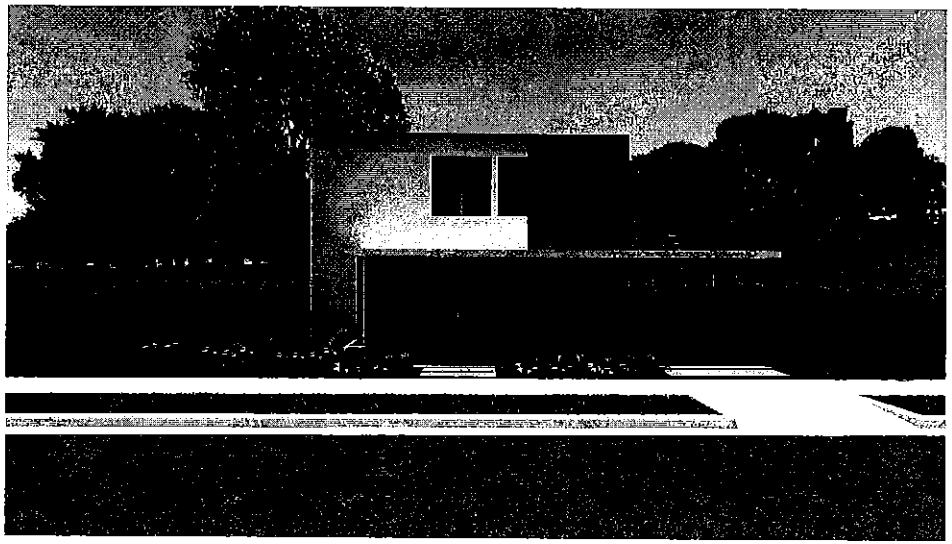
GRAPHIC SCALE
0 1' 2 3 4 5 10' 20'

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION

TWO LEVEL HOUSE, ELEVATIONS & SECTIONS
SCALE: GRAPHIC

YATES-BIRD ROSSILUGO ARCHITECTURE

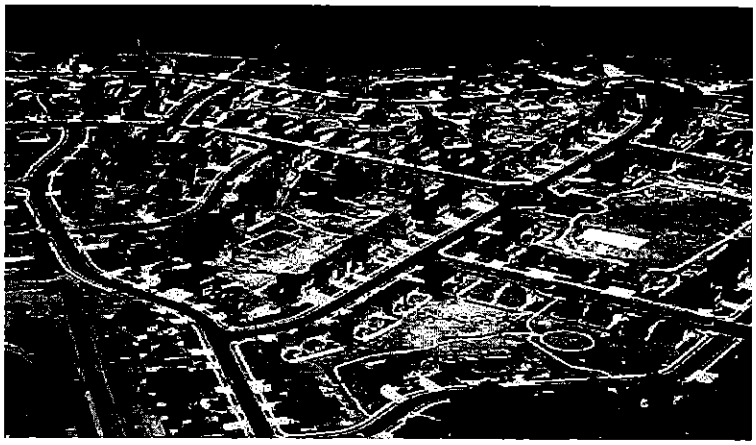
A4



Note:
Furniture, fans, porch bench and landscaping for display only, not included.

RFP HOMEOWNER REPAIR RECONSTRUCTION OR RELOCATION | TWO LEVEL RENDER

YATES-BIRD ROSSILUGO ARCHITECTURE



TAB 9

PLAN FOR COMPLIANCE WITH SECTION 3 REQUIREMENTS

2.4.4 HUD Section 3 Plan

Yates-Bird Policy and Goals for Section 3

Yates-Bird, LLC ("Yates-Bird") is committed to providing economic opportunities to low- and very low-income persons.

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

While there are no specific requirements for the percent of work that is to be awarded to section 3 businesses or the number of new hires that have to be section 3 residents, these numerical goals listed below ensure, that to the "greatest extent feasible," economic opportunities are provided to the targeted community.

Award to section 3 business concerns at least 10 percent of the total contract value.

Employ section 3 residents as 30 percent of the aggregate number of new hires.

The goals established in this section apply to the entire amount of section 3 covered assistance.

Yates-Bird will engage in training, hiring, and subcontracting opportunities to section 3 residents and section 3 business concerns.

Reporting Requirements

Yates-Bird will submit the Section 3 reports to the PRDOH in accordance to Section 3 reporting requirements. Yates-Bird will provide assistance in completing the annual report (Section 3 Summary Report Form HUD 60002). If an annual performance report is required, Yates-Bird will assist the PRDOH complete this report. If the annual performance report is not required, Yates-Bird will assist the PRDOH complete the section 3 report so that it may be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier.

Yates-Bird will provide access to all records, reports, and other documents that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3

covered assistance is provided or otherwise made available.

Yates-Bird will provide the following information:

1. Identification of the project area

2. Certification of compliance to the Section 3 policy and regulations (24 CFR part 135).

3. Agreement to following preference rules and complete competitive bidding and to meet the numerical goals by providing training, employment, and contracting opportunities to Section 3 individuals and businesses.

4. Specific information about the current workforce.

5. Firm commitment to include as part of all bids, the Bid Tabulation and Section 3 Utilization Plan (once approved by the PRDOH),

6. Provide the Permanent Employee List and Request for Contractor Clearance for each contractor and subcontractor.

7. Firm commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses of hiring opportunities using site signage, flyers, etc.

Participation Certification Procedures

Yates-Bird requires Section 3 Business Concerns to submit a completed Section 3 Business Concern Certification Form, documentation to confirm "total number of full-time employees", and the proper documentation to indicate eligibility based on either ownership, employees that are Section 3 Residents, or based on subcontract awards to Section 3 Businesses.

See the attached checklist provided to all businesses interested in bidding work with the project.

Section 3 Flowdown Provision

Yates-Bird will incorporate the following clause into all subcontracts.

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 CFR part 135, 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 impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with section 3 covered Indian housing

assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this 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).

Hiring Employees

When hiring new employees to perform the scope of work funded by HUD, **it is the numerical goal that 30% of the new hires should be Section 3 residents.**

Yates-Bird will perform the following to ensure a "good faith effort":

- Employ a job coordinator that will undertake the efforts to match eligible and qualified section 3 residents with the training and employment positions that the contractor intends to fill.

- Contact the temporary labor company and request that preference for temporary labor be given to low- and very low-income persons.

- Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside. Also post these flyers in the common areas or other prominent areas of the housing development or developments including transitional housing in the neighborhood or service area of the section 3 covered project.

- Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or

representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

• Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and, in the neighborhood, or service area in which a section 3 project is located.

• Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

• Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

• Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the training and employment positions.

• Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

• Employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and § 905.201(a)(6).)

• Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

Good Faith Efforts

Yates-Bird will implement a combination of the following good faith efforts.

Yates-Bird may implement the following efforts on the corporate level.

• Developing a list of eligible section 3 business concerns.

• Undertaking job counseling, education and related programs in association with local educational institutions.

• Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

• Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

• Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

• Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs. Please see attached sample.

• Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident owned businesses.

• Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

• Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the contractor's training and employment positions.

• Provide an informational brochure in English and Spanish. Please see attached sample.

• Employing a job coordinator that will undertake the efforts to match eligible and qualified section 3 residents with the training and employment positions that the contractor intends to fill.

The following efforts may be implemented by the project team.

• Entering into "first source" hiring agreements with organizations representing Section 3 residents or contacting our temporary labor company and requesting that preference for temporary labor be given to low and very low income persons.

• Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

• Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

• Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

• Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. Post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

• Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

• Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

• Arranging assistance in conducting job interviews and completing • job applications for residents of the housing development or developments where category 1 or category 2 persons reside and, in the neighborhood, or service area in which a section 3 project is located.

• Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications

may be delivered to and collected by a recipient or contractor representative or representatives.

• Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

• Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the contractor's training and employment positions. Please see attached sample.

• Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

• Employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and § 905.201(a)(6).)

• Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

• Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

• After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

• Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

• In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

• Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

• Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

• For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

• Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

• Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

• Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

• Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

• Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

• Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

• Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

• Advertising the contracting opportunities through • trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

• Establishing numerical goals (number of awards and dollar amount of contracts) for award

of contracts to section 3 business concerns.

- Actively supporting joint ventures with section 3 business concerns.

Order of Providing Preference

To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must provide training, employment and contracting opportunities generated from the expenditures of section 3 covered assistance in order of priority, pursuant to § 135.34, 24 CFR Part 135:

- **First Priority** - Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located.

- **Second Priority**- Participants in HUD Youth build programs in which the section 3 covered assistance work is to be performed.

- **Third Priority** - Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.

- **Fourth Priority** - Other persons from the metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

Procurement Procedures

Yates-Bird will implement the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source.

2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids

Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid:

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

a. is within the maximum total contract price established in HCDD's budget for the specific project for which bids are being taken; and

b. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than $100,000 . . . . 10% of that bid or $9,000

When the lowest responsive bid is:

At least $100,000, but less than $200,000..... 9% of that bid or $16,000

At least $200,000, but less than $300,000.....8% of that bid or $21,000

At least $300,000, but less than $400,000.....7% of that bid or $24,000

At least $400,000, but less than $500,000.....6% of that bid or $25,000

At least $500,000, but less than $1 million.....5% of that bid or $40,000

At least $1 million, but less than $2 million.....4% of that bid or $60,000

At least $2 million, but less than $4 million.....3% of that bid or $80,000

At least $4 million, but less than $7 million.....2% of that bid or $105,000

$7 million or more, 5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible,

Signage

Section 3 signage should be posted at the construction sites. Signage must be at least 4 feet by 4 feet and it must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) states the facility is a HUD Section 3 Project, and (c) includes contact information (name, telephone number, fax, & e-mail, if any).

CHECKLIST FOR SECTION 3 BUSINESS CONCERN CERTIFICATION SUBMISSION

- ☐ Completed Section 3 Business Concern Certification Form

- ☐ Substantiating documentation to confirm "total number of full-time employees" as indicated on the certification. (This documentation may include employment roster with hire dates, payroll documentation, etc. **The number of full-time employees provided on the Certification must equal the number confirmed by the substantive documentation. **)

- ☐ If your business is eligible for certification because it is owned 51% by Section 3 residents, then

then you must also submit the following:

1. Company documents outlining ownership structure: operating agreement (LLC), list of shareholders and percentage of ownership interest (corporation), partnership agreement, etc.

2. Completed and signed Section 3 Resident Certifications for each resident/owner counted as a Section 3 resident.

3. Substantiating documentation for each Section 3 resident: copy of public housing lease, copy of tax return, etc. (*Please note that a Section 3 resident qualifies by household income. Income documentation must consider all household members.)

□ If your business is eligible for certification because 30% of the full-time employees are Section 3 residents, then you must also submit the following:

1. Completed and signed Section 3 Resident Certifications for each full-time employee counted as a Section 3 resident.

2.Substantiating documentation for each Section 3 resident: copy of public housing lease, copy of tax return, etc. (*Please note that a Section 3 resident qualifies by household income. Income documentation must consider all household members.)

□ If your business is eligible for the certification because more than 25% of the total amount of subcontracts available to be subcontracted will be awarded to Section 3 businesses, then you must also submit the following:

1. Documentation to confirm total amount available for subcontracting.

2. Name of subcontractor and amount of subcontract.

3. Copy of subcontract*

4. Section 3 business concern certification documents for each subcontractor including:

   a. Section 3 business concern certification; and

   b. Substantiating documentation depending on specific certification eligibility (30% of full-time employees are Section 3 residents or 51% of business is owned by Section 3 residents)

GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment C

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

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

1. Introduction and Overview

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

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

The PRDOH reserves the right, without limitations, to:

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

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

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

1.1. CDBG-DR Housing Programs

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

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

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

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

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

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

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

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

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

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

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

The general objectives of the R3 Program are:

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

2. Construction Managers

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

2.1. Objectives

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

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

2.2. Duties and Responsibilities

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

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

2.3. Construction Manager Levels

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

2.3.1. Level 1 Construction Managers

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

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

2.3.2. Level 2 Construction Managers

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

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

3. Staff and Subcontractors

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

3.1. Staff Requirement

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

3.2. Staff Experience and Qualifications

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

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

3.2.1. Senior Project Manager

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

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

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

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

3.2.2. Lead Design Manager

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

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

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

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

3.2.3. Lead Permit Manager

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

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

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

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

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

3.2.4. Lead Procurement Manager

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

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

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

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

3.2.5. Lead Construction Manager

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

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

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

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

3.2.6. Lead Safety Manager

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

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

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

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

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

3.2.7. Lead Quality Control Manager

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

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

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

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

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

3.2.8. Lead Human Resource Manager

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

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

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

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

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

3.2.9. Lead Warranty Manager

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

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

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

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

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

3.3. Organizational and Staffing Plan

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

4. Deliverables and Milestones

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

4.1. Planning and Design Deliverables for Replacement Homes

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

4.1.1. Conceptual Design (Phase I)

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

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

4.1.1.1. Drawings

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

4.1.1.2. Renderings

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

4.1.1.3. Narrative

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

4.1.1.4. Document Format

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

4.1.1.5. Schedule of Deliverables

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

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

4.1.2. Design Development (Phase II)

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

4.1.2.1. Drawings

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

4.1.2.2. Technical specification

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

4.1.2.3. Renderings

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

4.1.2.4. Narrative

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

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

4.1.2.5. Cost Estimate

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

4.1.2.6. Document Format

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

4.1.2.7. Permits and Endorsement

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

4.1.2.8. Schedule of Deliverables

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

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

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

4.1.3. Final Construction Documents (Phase III)

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

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

4.1.3.1. Project Site and Conditions

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

4.1.3.2. Drawings

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

4.1.3.3. Technical specification

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

4.1.3.4. Document Format

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

4.1.3.5. Permits and Endorsement

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

4.1.3.6. Schedule of Deliverables

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

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

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

- **Design and Permitting:** Construction Managers, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. **There is no specific timeframe of performance for the design and permitting work.** Nonetheless, Construction Managers must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of this document will be measured from the date assignments are issued to the Construction Manager.

- **Repair Works:** All work under a repair award must be completed by Construction Managers within **sixty (60) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

- **Replacement Home Construction Work:** All work under a repair award must be completed by Construction Managers within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construccion") by the Construction Manager. The date at which the Construction Permit Notice was issued to the Construction Manager will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Construction Manager. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Construction Manager.

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

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

5. Metrics, Milestones, and Performance

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

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

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

6. Compliance of Work with Federal Laws

6.1. [Reserved]

6.2. Fair Labor Act

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

6.3. Davis-Bacon Act

All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, if applicable[1].

7. Environmental Review

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

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

7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead form dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

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

7.2. Asbestos Survey

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

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

8. Damage Assessment Report

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

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

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

- Any other pertinent information to the Damage Assessment Report.

9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

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

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

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

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

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

Xactaware's Pricing Lists in combination with any Additional Line Item List published by PRDOH are the **Program Unit Price List.** All work performed under the Program Unit Price List must conform to all design and construction requirements for Puerto Rico, as well as with the Minimum Architectural and Design Standards included as **Attachment 8** to the RFP.

9.1. Overhead

Overhead for Program Unit Price List items will also be standardized under the R3 Program. Overhead percentage to be paid for all construction-related activities is equal to twenty percent (20%). Overhead is inclusive of indirect expenses (general overhead) such as (i) salaries and benefits of employees and personnel like bookkeepers, executives, administrative personnel, purchasing staff, estimators, and anyone else working on the central offices and not directly employed on a specific project; (ii) any central office cost including rent, utilities, supplies, phones, internet services, insurance, office equipment, furniture, and taxes; (iii) any physical property including vehicles and associated cost; (iv) costs of marketing, advertising, travel costs, and fees for professional services such as legal fees and audit services, among others; (v) and depreciation expenses for any office equipment or any other company owned construction equipment that would have a percentage written off as part of a general overhead expense and the cost of doing business. Overhead is also inclusive of any direct expenses (job overhead) such as (i) cost for space and structures including temporary office structures such as trailers, architect quarters, and leased office space; (ii) project-specific salaries including wages, payroll taxes, benefits and any reimbursable expenses for foremen, schedulers, engineers, and job superintendents, among other employed on-site staff; (iii) temporary facilities such as on-site offices and other temporary structures like tool sheds, on-site container storage, temporary barricades, railing, ramps, walls, and protection; (iv) temporary utilities such as hydrant meters, temporary water, heat, electricity, generators, and fuel, including connection and disconnection fees; (v) cost for drinking water for on-site staff and workers including cups and maintenance; (vi) project photographs and signage; (vii) surveying and project staking; (viii) site cleanup, both daily and final; and (ix) and testing and inspection required including pumping, soil testing, and material testing.

9.2. Profit

Profit for Program Unit Price List Items will also be standardized under the R3 Program. Profit percentage to be paid for all construction-related activities is equal to ten percent (10%).

10. Payment Terms and Method of Payments

Payments shall be issued for services provided under the Construction Manager contract as stated in this Section. Invoices must be submitted with all supporting documents, as required by HUD and PRDOH. The supporting documents may include, but not limited to following:

- Invoice;
- Documents checklists;
- Breakdown for Payment;
- Photographical evidence;
- Expense plans or projections;
- Payroll statement of compliance;
- Work projections or project schedules;
- Monthly status or quality control reports;

- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- **Repair Works:** Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.

- **Construction of Replacement Homes:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are **(1)** upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), **(2)** upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), **(3)** upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and **(4)** upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

Selected Proposers will be paid on a per home assigned basis. No payments will be issued by the PRDOH for the development of the Model Home plans and specifications with no site (i.e. Conceptual Design and Design Development Phases). PRDOH will pay for all design as it applies to the Final Construction Documents deliverable for assigned projects.

11. Code Compliance Requirements

The 2018 International Building Code® as recently incorporated establishes minimum requirements for building systems using prescriptive and performance-related provisions. This 2018 edition is fully compatible with all of the International Codes® (hereinafter "I-Codes") published by the International Code Council (hereinafter "ICC"). This regulation arises from the adoption of ten (10) of the ICC family with its amendments to conform to the requirements of Laws and Regulations of construction and occupancies in Puerto Rico. This edition of the Puerto Rico Codes, like the other Codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection and must be used with the corresponding code of the I-Codes family as follows:

1. *Puerto Rico Building Code* (hereinafter "PRBC"), as amended from the 2018 International Building Code® (hereinafter "IBC")
2. *Puerto Rico Residential Code* (hereinafter or "PRRC"), as amended from the 2018 International Residential Code® (hereinafter "IRC")
3. *Puerto Rico Mechanical Code* (hereinafter "PRMC"), as amended from the 2018 International Mechanical Code® (hereinafter "IMC")
4. *Puerto Rico Plumbing Code* (hereinafter "PRPC"), as amended from the 2018 International Plumbing Code® (hereinafter "IPC")
5. *Puerto Rico Fire Code* (hereinafter "PRFC"), as amended from the 2018 International Fire Code (hereinafter "IFC")
6. *Puerto Rico Fuel Gas Code* (hereinafter "PRFGC"), as amended from the 2018 International Fuel Gas Code® (hereinafter "IFGC")
7. *Puerto Rico Energy Conservation Code* (hereinafter "PRECC"), as amended from the 2018 International Energy Conservation Code® (hereinafter "IECC")
8. *Puerto Rico Existing Building Code* (hereinafter "PREBC"), as amended from the 2018 International Existing Building Code® (hereinafter "IEBC")
9. *Puerto Rico Private Sewage Disposal Code* (hereinafter "PRPSDC"), as amended from the 2018 International Private Sewage Disposal Code® (hereinafter "IPSD")
10. *Puerto Rico Swimming Pool and Spa Code* (hereinafter "PRSPSC"), as amended from the 2018 International Swimming Pool and Spa Code® (hereinafter "ISPSC")

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

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

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

12. Tasks

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

12.1. Task 01: Construction Management/Administration

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

12.1.1. Duties and Responsibilities

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

12.1.2. Document Control and Information Technology

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

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

12.1.3. Occupational Safety and Health

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

12.1.4. Quality Control and Quality Assurance

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

12.1.5. Resilience Standard

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

12.1.6. Green Building Standard

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

12.1.6.1. Green Standards for Repairs

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

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

12.1.6.2. Green Standards for Replacement Home Construction

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

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

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

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

12.1.7. Public Relations

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

12.1.8. R3 Program Coordination

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

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

- **Cost Estimators:** responsible for the estimating services in the construction and non-construction services for all CDBG-DR Programs. This entity will provide services to the PRDOH, that could include but are not be limited to, cost estimating, bid evaluation, special cost reports, cost-benefit analysis, claims analysis, price analysis, and cost analysis;
- **Environmental Consultants:** responsible for the environmental reviews of the properties in the R3 Program. This entity will provide services to the PRDOH that could include, but are not limited to, wetland evaluation, environmental site assessment, environmental testing, historical site evaluation, and archeological study.

Proposers may have to coordinate and communicate with additional stakeholders through the life of the Program.

12.2. Task 02: Architectural and Engineering Design

The Selected Proposers will be responsible for all aspects relating to the design of single-family homes. These designs will be performed and certified by individuals who are licensed to practice the professions of architecture or engineering in Puerto Rico. Services provided by Construction Managers, its subcontractors, agents and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Construction Managers ability to carry out the scope of services under the contract. Also, Construction Managers must possess all necessary permits, endorsements and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Construction Managers, and each of their employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permits, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of submission of a Proposal and for the duration of the any Contract. Construction Managers will ensure that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience and license to perform such works, according to applicable federal and local rules and regulations.

The design for non-substantially damaged single-family homes will fall under the design category of Repairs. The design for substantially damaged single-family homes or structures in high risk areas, as determine by the PRDOH or its representative, will fall under the design categories of Reconstruction in place or New Construction. Existing homes that require demolition or abatement will fall under the design category of Demolition. The design of demolition work for substantially damaged homes will also be part of the Selected Proposers' responsibilities.

The risk of design includes (but is not limited to): inadequate design planning and substandard design versus user requirements; ineffective design development coordination and delays in complying with schedules; risk that design does not fully comply with technical requirements, relevant codes, and standards; and general risk of not completing the design on schedule and within budget.

12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistern must be provided;
- Solar water heater (installed) anchored to withstand hurricane force winds according to applicable codes;
- All the dwelling unit's original components shall resist hurricane force winds as per applicable codes and materials must be waterproof as much as possible;
- Laundry area may not be included in interior space of dwelling units unless it meets the cost constraints;
- Supply the rough-In for a gas stove. Store gas tanks area outside the house. Add also and electrical outlet (120 - 240 volts) for electrical stoves;
- Designers may submit creative and innovative design strategies for different intentions and clearly explain them during the presentation process.

All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

12.2.3. Specific Requirements:

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

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

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

12.2.4. Repairs

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

12.2.5. Reconstruction or New Construction

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

12.2.6. Minimal suggested approximate area requirements

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

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

12.2.7. Single-Story Detached houses

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

12.2.8. Party-Wall houses

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

12.3. Task 03: Permits and Endorsements

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

12.3.1. List of Permits or Endorsements

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

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

12.4. Task 04: Lead & Asbestos Abatement

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

12.4.1. Objectives

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

12.4.2. General Requirements

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

12.4.3. Specific Requirements (if required)

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

- Performing all the inspection and material disposals as required by the environmental laws and regulations;
- Performing all the testing and certification required for the mitigation or abatement in the house or the project;
- Closing the mitigation of abatement permits;
- Providing evidence and digital copy of the closing documentation of the mitigation of abatement permits; and
- Documenting and reporting all the mitigation or abatement activities.

12.4.4. Notice of Completion

The mitigation and abatement for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- All the hazardous materials have been mitigated or eliminated from the house or project;
- Delivery of the test results have been provided to PRDOH or its representatives;
- Delivery of the final inspection reports with certification have been provided to PRDOH or its representatives;
- The Lead Abatement permit have been closed with the corresponding government agencies;
- The Asbestos Abatement permit have been closed with the corresponding government agencies; and
- The PRDOH or its representative have provided a written confirmation that this task has been completed.

12.5. Task 05: General Demolition

The Selected Proposers will provide the general demolition services for the Reconstruction, New Construction, or Relocated families. The demolition activities will be assigned to the Construction Managers by the PRDOH or its representatives. If required, the lead and asbestos abatement will be performed by the Selected Proposers under the Task 04 and before the General Demolition starts. The Contractor may not perform any work outside of the approved written task without prior authorization or an approve Change Order to the work order. The demolition's work plan will be designed by the Selected Proposers.

12.5.1. Notice of Completion

The general demolition for each R3 project under this task will be consider completed, when the following conditions are met:

- All the change requests have been closed, either eliminate or executed;
- The house structure has been removed and the resulting materials disposed as required by the demolition design, permits, and regulations;
- The site has been clean of all debris, trash or unsuitable materials;
- The site has been prepared to a level that permits the start of the foundations;
- The grading for the structure and site has been adjusted to the require levels of the demolition design and flood analysis; and
- The Owner or its representative have provided a written confirmation that this task has been completed to the satisfaction of the Contract.

12.6. Task 06: Single-Family Repair

Homes with an estimated cost of repair less than $60,000 or 50% of the current value of the home, whichever is lesser, will be rehabilitated in place to achieve living standards and compliance with applicable building codes. The estimated costs of repair will be determined by the Program's Damage Assessment Report. The repair scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representative. Construction Managers must confirm on site all work stated in the Damage Assessment Report.

12.6.1. General Requirements

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

12.6.2. Specific Requirements

The Selected Proposer will be required to repair the eligible homes from an array of repairs ranging from minor to mayor. The rehabilitation activities for each dwelling unit will be based in the Damage Assessment Report and may include, although not be limited to, the following:

- Preparing a work plan and schedule for each household repair, using the information provided in the Damage Assessment report and Probable Cost Estimate;

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

12.6.3. Notice of Completion

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

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

12.7. Task 07: Single-Family Reconstruction or New Construction

Homes with an estimated cost of repair greater than $60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

12.7.1. General Requirements

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

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

12.7.2. Specific Requirements

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

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

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

12.7.3. Notice of Completion

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

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

12.8. Task 08: Projects Closeout

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

12.8.1. Duties and Responsibilities:

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

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

12.8.2. Closeout Checklist and Binder (PRDOH):

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

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

12.8.3. Closeout Checklist and Binder (Homeowner):

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

- Binder cover, dividers and checklist;
- Waterproofing system warranties;
- Equipment warranties and transfer to homeowner;
- Operation and Maintenance Manuals;
- Record drawings, signed and sealed;
- Master plumber certifications;
- Professional electrician certifications (interior and exterior);
- Digital copies of relevant submittals (pdf format);
- Construction and Occupancy permits; and
- Any other documents required by the R3 Program.

12.9. Task 10: Warranty Period

All work performed by the Selected Proposers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar Water Heaters will be guaranteed for a minimum of five (5) years;
- Equipment and Appliance installed will be guaranteed for a minimum of one (1) years or as provided for by the manufacturer (whichever is greater); and
- All other work will be guaranteed for a period of one (1) year.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty and construction complaints. All warranty and construction complaint issues shall be logged into

the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary legal resources as prescribed in the Construction Manager's contract.

12.10. Task 11: Temporary Relocation

CDBG-DR funds may be used for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the R3 Program qualify for temporary relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The R3 Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the applicant must:

1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
3. Have no duplication of benefits issues that could prevent the Program from providing services;
4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate[2] for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9.** Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

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

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

Construction Managers are required to issue temporary relocation payments to Program applicants as applicable and approved by the PRDOH under an assignment or a case-specific change order related to an assignment. The PRDOH will reimburse Construction Managers for temporary relocation assistance payments issued to applicants as approved by the Program. Reimbursements for temporary relocation payments issued will not include any additional costs (administrative, overhead, profit, or otherwise).

END OF SCOPE OF WORK

Attachment D

William Rios Maldonado

From: Eduardo Pardo <epardo@birdgroupllc.com>
Sent: Wednesday, August 14, 2019 2:24 PM
To: William Rios Maldonado; Laura Pagan Santana; CDBGDR-PROCUREMENT
Cc: 'Drew Chance'; Jared Fuller; Nestor Rodriguez
Subject: BAFO Response - CDBG-DR-2018-09 - Yates-Bird,LLC
Attachments: YATES BIRD LLC BAFO CDBG-DR-RFP-2018-09 Homeowner Repair Reconstruction or Relocation Program Construction Managers 8.14.19.pdf

Dear CDBG Team:

Please see attached Yates-Bird response to your BAFO request. We are extremely excited to be considered for this project and we are ready to go to work. If you have any questions, please contact us at anytime. Please confirm receipt of this email and attached proposal. Thank you!

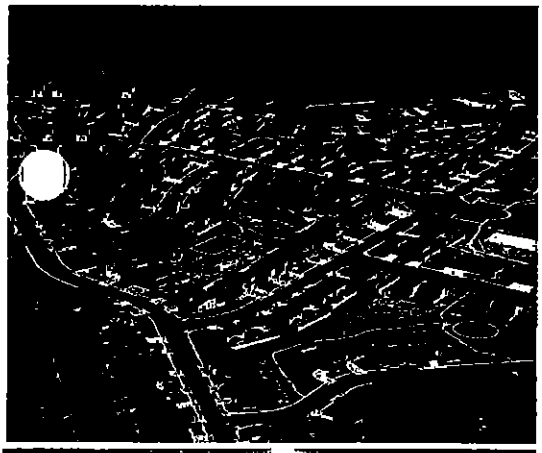
Eduardo J Pardo, PE
787-721-6630
787-479-2005 cel
YATES-BIRD,LLC

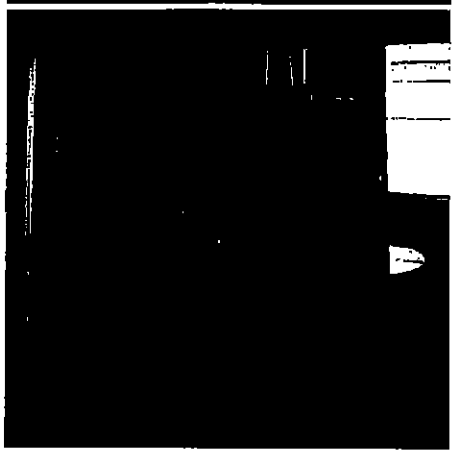
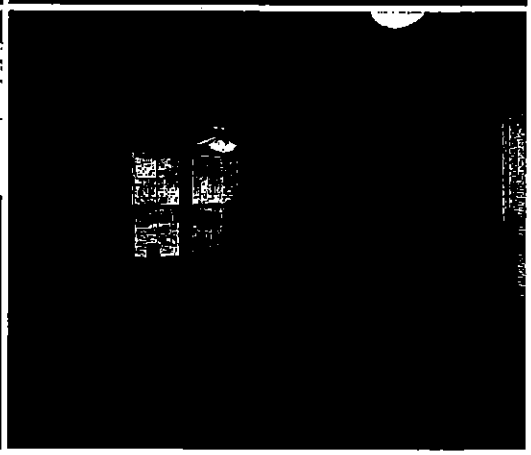
CDBG-DR-RFP-2018-09

HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS

AUGUST 14, 2019
4:00 PM

[redacted]



SUBMITTED BY: YATES-BIRD, L.L.C.
ADDRESS: 1307 SAN ALFONSO AVE. SAN JUAN, PR 00921-3622
PHONE: 787-721-6630 **FAX:** 787-721-6635

YATES-BIRD

YATES-BIRD

August 14, 2019

William G. Rios-Maldonado
CDBG-DR Procurement Director
wrios@vivienda.pr.gov
cc: lpagan@vivienda.pr.gov; cdbgdr-procurement@vivienda.pr.qov

Re: BAFO Request: CDBG-DR-RFP-2018-09: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Thank you for allowing Yates-Bird, L.L.C. the opportunity to provide a Best and Final offer for Homeowner Repair, Reconstruction, or Relocation Program Construction Manager Services. We are confident our response illustrates how the Puerto Rico Department of Housing can rely on the tremendous amount of disaster recovery experience and local knowledge that our team jointly provides.
Please see a summary of our key qualifications below:

- Yates-Bird has been involved in the Puerto Rico Department of Housing STEP Program during 2018 and successfully completed over 22,000 homes. This working knowledge of the program, current conditions, and the requirements set forth will provide great value in Yates-Bird being selected for this program and bringing that expertise in order to hit the ground running and providing exceptional performance and service.
- Yates-Bird already has the team and resources in place in order to begin work immediately. Our team is on the ground and local to Puerto Rico, we have the offices, warehouses, and infrastructure set up, and we have the management systems and protocols in place to ensure delivery of the required services and homes that are planned for this program.

We are very excited about this project and as shown through our successful partnership during the STEP Program, Yates-Bird is a proven team. We know we are the right Construction Manager for your project. I feel confident that we will meet and exceed your needs and expectations and we look forward to continuing our successful partnership.

Yates-Bird acknowledges the receipt of Best and Final Offer package dated August 8, 2019, answers to questions dated August 12, 2019, and example task order.

Respectfully,

Eduardo J. Pardo, Yates-Bird, L.L.C. Authorized Representative

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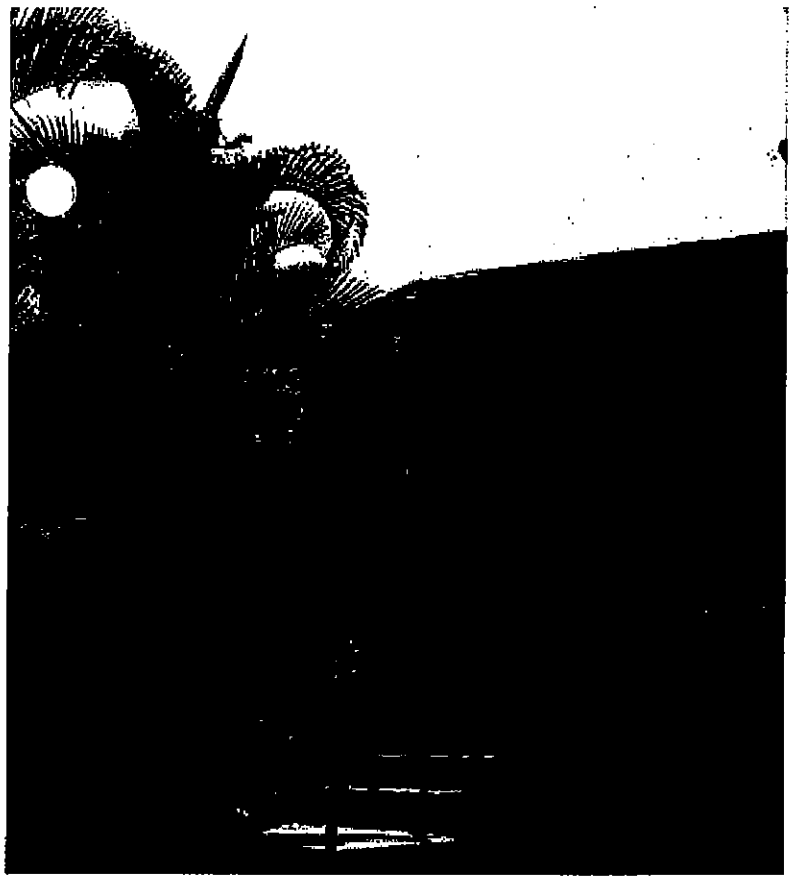
Tab 1:	Exhibit O-1
Tab 2:	Exhibit O-2



TAB 1

EXHIBIT O-1:

EXHIBIT O-1

GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT O-1
PROGRAM UNIT PRICE LIST

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

The Homeowner Repair, Reconstruction, or Relocation Program (R3 Program) will standardize line item pricing to (i) facilitate communication and provide consistency amongst the PRDOH and its vendors; (ii) ensure applicants are treated fairly during award determination process; (iii) prevent unfair treatment and unbalanced treatment to applicants; and (iv) facilitate the review and approval of applications for payment and change orders for Construction Managers.

XACTAWARE'S PRICING LIST

The R3 Program will make use of Xactaware's Pricing Lists as the main source for pricing of construction works to be performed. Xactaware is an independent, third-party, company that researches and reports on industry pricing. They use information from general contractors, subcontractors, insurance carriers, insurance adjusters, and a host of other industry professionals as they research and report on average market price for each price list item. Xactaware assures that no one party or industry segment has any undue influence on the pricing data that they research and report on.

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

ADDITIONAL LINE ITEMS TO XACTAWARE'S PRICING LIST

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

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

EXHIBIT O-1

OVERHEAD AND PROFIT

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

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

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

MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

ADDITIONAL LINE ITEMS LIST

Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when determining the total cost of work to be performed.

No.	Item Description	Units	Unit Cost	Notes
1	**Soft Cost:** Design and Permitting for Repair Awards from $0 to $10,000	LS	**$3,180**	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding $10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	**Soft Cost:** Design and Permitting for Repair Awards from $10,001 to $20,000	LS	**$5,250**	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding $20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	**Soft Cost:** Design and Permitting for Repair Awards from $20,001 to $30,000	LS	**$7,330**	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding $30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

EXHIBIT O-1

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

Construction Works (Hard Costs)

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

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

EXHIBIT O-1

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	$8.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	$6.56	Cost Reasonableness Basis: RSMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	$129.85	Cost Reasonableness Basis: RSMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	$192.34	Cost Reasonableness Basis: RSMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	$185.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	$245.01	Cost Reasonableness Basis: RSMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	$102.98	Cost Reasonableness Basis: RSMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	$4.67	Cost Reasonableness Basis: RSMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	$1.32	Cost Reasonableness Basis: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	$1.50	Cost Reasonableness Basis: RSMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	$4.37	Cost Reasonableness Basis: RSMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	$2.19	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brusgwork, to 2" diameter	LF	$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, nloc, or concrete, spray	SF	$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation: Beams, brushwork	SF	$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	$9.69	Cost Reasonableness Basis: RSMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	$21.72	Cost Reasonableness Basis: RSMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	$19.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

EXHIBIT O-1

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
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ID	Item Description	Units	Unit Cost	Notes
28	Lead Removal: Cornice	SF	$11.29	Cost Reasonableness Basis: RSMeans 02 83 19.26 1600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
29	Lead Removal: Doors, one side, flush	SF	$9.31	Cost Reasonableness Basis: RSMeans 02 83 19.26 2800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
30	Lead Removal: Door trim, one side	LF	$9.65	Cost Reasonableness Basis: RSMeans 02 83 19.26 2880. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
31	Lead Removal: Fence, picket, one side	SF	$20.26	Cost Reasonableness Basis: RSMeans 02 83 19.26 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
32	Lead Removal: Grilles, one side	SF	$20.27	Cost Reasonableness Basis: RSMeans 02 83 19.26 3200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
33	Lead Removal: Handrails	LF	$7.90	Cost Reasonableness Basis: RSMeans 02 83 19.26 3240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
34	Lead Removal: Pipes, to 4" diameter	LF	$8.86	Cost Reasonableness Basis: RSMeans 02 83 19.26 4400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
35	Lead Removal: Pipes, to 8" diameter	LF	$16.46	Cost Reasonableness Basis: RSMeans 02 83 19.26 4420. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
36	Lead Removal: Pipes, to 12" diameter	LF	$23.50	Cost Reasonableness Basis: RSMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Piles, to 16" diameter	LF	$38.52	Cost Reasonableness Basis: RSMeans 02 83 19.26 4460. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
38	Lead Removal: Pipe hangers	EA	$17.15	Cost Reasonableness Basis: RSMeans 02 83 19.26 4500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
39	Lead Removal: Siding	SF	$7.88	Cost Reasonableness Basis: RSMeans 02 83 19.26 4800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
40	Lead Removal: Trusses	SF	$12.70	Cost Reasonableness Basis: RSMeans 02 83 19.26 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
41	Lead Removal: Windows, one side, 24"x48", includes frame and trim items	EA	$171.23	Cost Reasonableness Basis: RSMeans 02 83 19.26 6200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
42	Lead Removal: Windows, one side, 30"x60", includes frame and trim items	EA	$227.34	Cost Reasonableness Basis: RSMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	$272.60	Cost Reasonableness Basis: RSMeans 02 83 19.26 6240. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
44	Lead Removal: Windows, one side, 40"x80", includes frame and trim items	EA	$341.18	Cost Reasonableness Basis: RSMeans 02 83 19.26 6280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
45	Lead Removal: Hand scraping and HEPA vacuum	SF	$17.75	Cost Reasonableness Basis: RSMeans 02 83 19.26 7000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
46	Lead Removal: Collect and bag bulk material	CF	$6.57	Cost Reasonableness Basis: RSMeans 02 83 19.26 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
47	Asbestos Removal: Metal Beams	LF	$43.29	Cost Reasonableness Basis: RSMeans 02 82 13.43 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
48	Asbestos Removal: Duct or AHU Insulation	SF	$6.96	Cost Reasonableness Basis: RSMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

EXHIBIT O-1

Exhibit O-1: Program Unit Price List [Revised for Negotiations on August 8, 2019]
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
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ID	Item Description	Units	Unit Cost	Notes
49	Asbestos Removal: Pipe insulation, air cell type, up to 4" diameter pipe	LF	$6.80	Cost Reasonableness Basis: RSMeans 02 82 13.43 0600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
50	Asbestos Removal: Pipe insulation, air cell type, 4" to 8" diameter pipe	LF	$7.64	Cost Reasonableness Basis: RSMeans 02 82 13.43 0610. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
51	Asbestos Removal: Pipe insulation, air cell type, 10" to 12" diameter pipe	LF	$8.74	Cost Reasonableness Basis: RSMeans 02 82 13.43 0620. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
52	Asbestos Removal: Pipe insulation, air cell type, 14" to 16" diameter pipe	LF	$11.15	Cost Reasonableness Basis: RSMeans 02 82 13.43 0630. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
53	Asbestos Removal: Pipe insulation, air cell type, over 16" diameter pipe	SF	$9.41	Cost Reasonableness Basis: RSMeans 02 82 13.43 0650. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
54	Asbestos Removal: Pipe fitting insulation up to 4" diameter pipe	EA	$19.13	Cost Reasonableness Basis: RSMeans 02 82 13.43 1000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
55	Asbestos Removal: Pipe fitting insulation, 6" to 8" diameter pipe	EA	$20.14	Cost Reasonableness Basis: RSMeans 02 82 13.43 1100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
56	Asbestos Removal: Pipe fitting insulation, 10" to 12" diameter pipe	EA	$31.88	Cost Reasonableness Basis: RSMeans 02 82 13.43 1110. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
57	Asbestos Removal: Pipe fitting insulation, 14" to 16" diameter pipe	EA	$47.44	Cost Reasonableness Basis: RSMeans 02 82 13.43 1120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
58	Asbestos Removal: Pipe fitting insulation, over 16" diameter pipe	SF	$34.95	Cost Reasonableness Basis: RSMeans 02 82 13.43 1130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
59	Asbestos Removal: Scrape foam fireproofing from flat surface	SF	$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 2000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
60	Asbestos Removal: Scrape foam fireproofing from irregular surface	SF	$5.09	Cost Reasonableness Basis: RSMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cemetitious materials from flat surface	SF	$3.40	Cost Reasonableness Basis: RSMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cemetitious materials from irregular surface	SF	$6.05	Cost Reasonableness Basis: RSMeans 02 82 13.43 3100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
63	Asbestos Removal: Scrape acoustical coating/fireproofing, from ceiling	SF	$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 4000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
64	Asbestos Removal: Remove VAT and mastic from floor by hand, one layer	SF	$2.55	Cost Reasonableness Basis: RSMeans 02 82 13.43 5000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
65	Asbestos Removal: Remove VAT and mastic from floor by machine, one layer	SF	$1.28	Cost Reasonableness Basis: RSMeans 02 82 13.43 5100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
66	Asbestos Removal: Remove VAT and mastic from floor by hand, two layer	SF	$3.82	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
67	Asbestos Removal: Remove VAT and mastic from floor by machine, two layer	SF	$1.91	Cost Reasonableness Basis: RSMeans 02 82 13.43 5150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
68	Asbestos Removal: Remove contaminated soil from crawl space	CF	$15.31	Cost Reasonableness Basis: RSMeans 02 82 13.43 6000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
69	Asbestos Removal: Cement-asbestos transite board and cement wall board	SF	$1.67	Cost Reasonableness Basis: RSMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

EXHIBIT O-1

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)
Request for Proposals No. CDBG-DR-RFP-2018-09
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant for Disaster Recovery
Page 7 / 7

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

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

08/13/19

Proposer Authorized Representative Signature

Date

Eduardo J. Pardo

Proposer Authorized Representative Printed Name

END OF PROGRAM UNIT PRICE LIST

TAB 2

EXHIBIT O-2:

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$15,403.40
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$3,583.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$5,825.88
SC-06	Profit Cost *(applicable to all soft costs)*	$3,495.53
Sub-Total Soft Costs [3]		**$38,450.81**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$108,622.50
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$21,724.50
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$14,483.00
Sub-Total Hard Costs [4]		**$144,830.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$742.00
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$29.90
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$154.38
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$92.63
Sub-Total ADA Compliance Delta Costs		**$1,018.91**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$183,280.81**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$184,299.72**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
Single-Story 2-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	15,403.40
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	25,546.40

b. **Insurance**

Subtotal:	$	3,583.00

c. **Overhead**

Subtotal:	$	5,825.88

d. **Profit**

Subtotal:	$	3,495.53

Sub-Total Soft Cost	$	38,450.81

Hard Cost

c. **Construction Work**

i. **General Requirements**

	Temporary Construction	$	200.00
	Field Supervision	$	4,200.00
	Field Expenses	$	4,690.00
	Safety	$	2,928.00
	Quality Control	$	1,000.00
	Engineering Services	$	325.00
	Equipment	$	2,822.00
	Project Closeout	$	2,450.00
	Subtotal:	$	18,615.00

ii. **Foundation Work**

	Layout & Survey	$	500.00
	Earthwork	$	2,224.00
	Equipment	$	3,754.00
	Landscape	$	1,819.00
	Subtotal:	$	8,297.00

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	758.00
	Forming & Stripping	$	16,737.00
	Concrete Pouring	$	2,800.00
	Reinforcing Steel	$	6,932.00
	Concrete Materials	$	8,820.00
	Concrete Work Equipment	$	2,574.00
	Concrete Work All	$	5,287.00
	Splash Blocks	$	308.00

Subtotal:	$	44,216.00

iv. **Finishes Work**

	Millwork	$	2,375.00
	Roofing & Waterproofing	$	1,663.00
	Doors & Windows	$	4,428.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	11,576.00
	Specialties	$	325.50
	Appliances and Laundry	$	1,437.00
	Mechanical	$	1,985.00
	Plumbing	$	4,300.00
	Electrical	$	9,405.00

Subtotal:	$	37,494.50

f. **Overhead**

Subtotal:	$	21,724.50

g. **Profit**

Subtotal:	$	14,483.00

Sub-Total Hard Cost	$	144,830.00

ADA Compliance Costs

h. **ADA Compliant Work**

i.	Finishes Work	$	742.00
ii.	Insurances	$	29.90
iii.	Overhead	$	154.38
iv.	Profit	$	92.63

Subtotal:	$	1,018.91

Sub-Total ADA Compliance Delta Cost	$	1,018.91

Grand Total:	$	184,299.72

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$16,259.72
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$4,174.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$6,115.34
SC-06	Profit Cost *(applicable to all soft costs)*	$3,669.21
Sub-Total Soft Costs [3]		**$40,361.27**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$126,917.00
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$25,383.00
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$16,922.00
Sub-Total Hard Costs [4]		**$169,222.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$1,262.50
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$50.88
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$262.68
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$157.61
Sub-Total ADA Compliance Delta Costs		**$1,733.67**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$209,583.27**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$211,316.94**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
Single-Story 3-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	16,259.72
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	26,402.72

b. **Insurance**

Subtotal:	$	4,174.00

c. **Overhead**

Subtotal:	$	6,115.34

d. **Profit**

Subtotal:	$	3,669.21

Sub-Total Soft Cost	$	40,361.27

Hard Cost

c. **Construction Work**

i. **General Requirements**

	Temporary Construction	$	200.00
	Field Supervision	$	4,760.00
	Field Expenses	$	4,690.00
	Safety	$	2,928.00
	Quality Control	$	1,000.00
	Engineering Services	$	325.00
	Equipment	$	3,072.00
	Project Closeout	$	2,824.00
	Subtotal:	$	19,799.00

ii. **Foundation Work**

	Layout & Survey	$	500.00
	Earthwork	$	2,724.00
	Equipment	$	3,940.00
	Landscape	$	1,967.00
	Subtotal:	$	9,131.00

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	758.00
	Forming & Stripping	$	18,900.00
	Concrete Pouring	$	3,500.00
	Reinforcing Steel	$	8,600.00
	Concrete Materials	$	10,719.00
	Concrete Work Equipment	$	3,674.00
	Concrete Work All	$	5,163.00
	Splash Blocks	$	328.00
	Subtotal:	$	51,642.00

iv. **Finishes Work**

	Millwork	$	3,943.00
	Roofing & Waterproofing	$	2,010.00
	Doors & Windows	$	6,081.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	14,291.00
	Specialties	$	425.00
	Appliances and Laundry	$	1,390.00
	Mechanical	$	2,105.00
	Plumbing	$	5,500.00
	Electrical	$	10,600.00
	Subtotal:	$	46,345.00

f. **Overhead**

Subtotal:	$	25,383.00

g. **Profit**

Subtotal:	$	16,922.00
Sub-Total Hard Cost	$	169,222.00

ADA Compliance Costs

h. **ADA Compliant Work**

i.	Finishes Work	$	1,262.50
ii.	Insurances	$	50.88
iii.	Overhead	$	262.68
iv.	Profit	$	157.61
	Subtotal:	$	1,733.67
	Sub-Total ADA Compliance Delta Cost	$	1,733.67
	Grand Total:	$	211,316.94

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$16,779.01
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$4,257.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$6,235.80
SC-06	Profit Cost *(applicable to all soft costs)*	$3,741.48
Sub-Total Soft Costs [3]		**$41,156.29**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$137,803.00
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$27,561.00
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$18,374.00
Sub-Total Hard Costs [4]		**$183,738.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$1,305.50
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$52.62
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$271.62
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$162.97
Sub-Total ADA Compliance Delta Costs		**$1,792.71**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$224,894.29**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$226,687.00**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
Single-Story 4-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	16,779.01
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	26,922.01

b. **Insurance**

Subtotal:	$	4,257.00

c. **Overhead**

Subtotal:	$	6,235.80

d. **Profit**

Subtotal:	$	3,741.48

Sub-Total Soft Cost	$	41,156.29

Hard Cost

c. **Construction Work**

i. **General Requirements**

	Temporary Construction	$	225.00
	Field Supervision	$	4,760.00
	Field Expenses	$	4,695.00
	Safety	$	2,928.00
	Quality Control	$	1,000.00
	Engineering Services	$	325.00
	Equipment	$	3,072.00
	Project Closeout	$	2,824.00
	Subtotal:	$	19,829.00

ii. **Foundation Work**

	Layout & Survey	$	500.00
	Earthwork	$	3,158.00
	Equipment	$	3,940.00
	Landscape	$	1,737.00
	Subtotal:	$	9,335.00

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	1,542.00
	Forming & Stripping	$	21,230.00
	Concrete Pouring	$	4,275.00
	Reinforcing Steel	$	9,268.00
	Concrete Materials	$	11,753.00
	Concrete Work Equipment	$	2,358.00
	Concrete Work All	$	5,163.00
	Splash Blocks	$	328.00

Subtotal:	$	55,917.00

iv. **Finishes Work**

	Millwork	$	3,275.00
	Roofing & Waterproofing	$	2,288.00
	Doors & Windows	$	7,815.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	15,988.00
	Specialties	$	724.00
	Appliances and Laundry	$	1,437.00
	Mechanical	$	2,345.00
	Plumbing	$	6,500.00
	Electrical	$	12,350.00

Subtotal:	$	52,722.00

f. **Overhead**

Subtotal:	$	27,561.00

g. **Profit**

Subtotal:	$	18,374.00

Sub-Total Hard Cost	$	183,738.00

ADA Compliance Costs

h. **ADA Compliant Work**

i.	Finishes Work	$	1,305.50
ii.	Insurances	$	52.62
iii.	Overhead	$	271.62
iv.	Profit	$	162.97

Subtotal:	$	1,792.71

Sub-Total ADA Compliance Delta Cost	$	1,792.71

Grand Total:	$	226,687.00

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$15,922.69
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$4,174.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$6,047.94
SC-06	Profit Cost *(applicable to all soft costs)*	$3,628.76
Sub-Total Soft Costs [3]		**$39,916.39**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$133,333.33
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$13,866.67
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$12,800.00
Sub-Total Hard Costs [4]		**$160,000.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$1,262.50
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$50.88
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$262.68
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$157.61
Sub-Total ADA Compliance Delta Costs		**$1,733.66**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$199,916.39**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$201,650.05**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

E.J.P.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
2-Story 2-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	15,922.69
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	26,065.69

b. **Insurance**

Subtotal:	$	4,174.00

c. **Overhead**

Subtotal:	$	6,047.94

d. **Profit**

Subtotal:	$	3,628.76

Sub-Total Soft Cost	$	39,916.39

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	$	3,072.00
	Project Closeout	$	2,299.00
	Subtotal:	$	19,080.00

ii. **Foundation Work**

	Layout & Survey	$	450.33
	Earthwork	$	2,457.00
	Equipment	$	3,690.00
	Landscape	$	1,915.00
	Subtotal:	$	8,512.33

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	1,036.00
	Forming & Stripping	$	27,954.00
	Concrete Pouring	$	4,296.00
	Reinforcing Steel	$	8,439.00
	Concrete Materials	$	10,719.00
	Concrete Work Equipment	$	3,058.00
	Concrete Work All	$	5,163.00
	Splash Blocks	$	328.00

Subtotal:	$	60,993.00

iv. **Finishes Work**

	Millwork	$	2,633.00
	Roofing & Waterproofing	$	1,687.00
	Doors & Windows	$	5,757.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	16,090.00
	Specialties	$	389.00
	Appliances and Laundry	$	1,437.00
	Mechanical	$	1,500.00
	Plumbing	$	4,550.00
	Electrical	$	10,705.00

Subtotal:	$	44,748.00

f. **Overhead**

Subtotal:	$	13,866.67

g. **Profit**

Subtotal:	$	12,800.00

Sub-Total Hard Cost	$	160,000.00

ADA Compliance Costs

h. **ADA Compliant Work**

i.	Finishes Work	$	1,262.50
ii.	Insurances	$	50.88
iii.	Overhead	$	262.68
iv.	Profit	$	157.61

Subtotal:	$	1,733.66

Sub-Total ADA Compliance Delta Cost	$	1,733.66

Grand Total:	$	201,650.05

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$16,779.01
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$4,347.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$6,253.80
SC-06	Profit Cost *(applicable to all soft costs)*	$3,752.28
Sub-Total Soft Costs [3]		**$41,275.09**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$138,442.50
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$27,688.50
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$18,459.00
Sub-Total Hard Costs [4]		**$184,590.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$1262.50
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$50.88
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$262.68
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$157.61
Sub-Total ADA Compliance Delta Costs		**$1,733.66**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$225,865.09**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$227,598.75**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
2-Story 3-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	16,779.01
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	26,922.01

b. **Insurance**

Subtotal:	$	4,347.00

c. **Overhead**

Subtotal:	$	6,253.80

d. **Profit**

Subtotal:	$	3,752.28

Sub-Total Soft Cost	$	41,275.09

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	$	1,000.00
	Engineering Services	$	325.00
	Equipment	$	3,072.00
	Project Closeout	$	2,324.00
	Subtotal:	$	19,267.00

ii. **Foundation Work**

	Layout & Survey	$	500.00
	Earthwork	$	2,457.00
	Equipment	$	3,690.00
	Landscape	$	1,710.00
	Subtotal:	$	8,357.00

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	1,036.00
	Forming & Stripping	$	28,138.50
	Concrete Pouring	$	4,296.00
	Reinforcing Steel	$	9,080.00
	Concrete Materials	$	11,576.00
	Concrete Work Equipment	$	3,158.00
	Concrete Work All	$	5,163.00
	Splash Blocks	$	328.00

Subtotal:	$	62,775.50

iv. **Finishes Work**

	Millwork	$	2,688.00
	Roofing & Waterproofing	$	1,668.00
	Doors & Windows	$	6,971.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	17,150.00
	Specialties	$	389.00
	Appliances and Laundry	$	1,437.00
	Mechanical	$	1,500.00
	Plumbing	$	4,800.00
	Electrical	$	11,440.00

Subtotal:	$	48,043.00

f. **Overhead**

Subtotal:	$	27,688.50

g. **Profit**

Subtotal:	$	18,459.00

Sub-Total Hard Cost	$	184,590.00

ADA Compliance Costs

h. **ADA Compliant Work**

i.	Finishes Work	$	1,262.50
ii.	Insurances	$	50.88
iii.	Overhead	$	262.68
iv.	Profit	$	157.61

Subtotal:	$	1,733.66

Sub-Total ADA Compliance Delta Cost	$	1,733.66

Grand Total:	$	227,598.75

EXHIBIT O-2

GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT O-2
REPLACEMENT HOME COST FORM
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-09
(Revised for Negotiations on August 8, 2019)

Name of Proposer: Yates-Bird, LLC

1. **Model Home Proposed:**

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

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

ID	Cost Category	Proposed Cost [1]
Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) [2][3]		
SC-01	Design and Permitting for Replacement Home Construction	$17,462.24
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	$5,760.00
SC-03	Services During Construction (Design Supervision)	$4,383.00
SC-04	Insurance Cost *(applicable to soft and hard cost of Standard Model Home)*	$4,730.00
SC-05	Overhead Cost *(applicable to all soft costs)*	$6,467.05
SC-06	Profit Cost *(applicable to all soft costs)*	$3,880.23
Sub-Total Soft Costs [3]		**$42,682.52**
Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) [4][5][6]		
HC-01	Replacement Home Construction Cost	$153,046.00
HC-02	Overhead Cost *(applicable to Standard Model Home's hard costs)*	$30,609.00
HC-03	Profit Cost *(applicable to Standard Model Home's hard costs)*	$20,406.00
Sub-Total Hard Costs [4]		**$204,061.00**
ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	$1,305.50
ADA-02	Insurance Cost *(applicable to ADA Compliance Delta hard costs)*	$52.62
ADA-03	Overhead Cost *(applicable to ADA Compliance Delta hard costs)*	$271.62
ADA-04	Profit Cost *(applicable to ADA Compliance Delta hard costs)*	$162.97
Sub-Total ADA Compliance Delta Costs		**$1,792.71**
Total Proposed Cost (Soft + Hard) for Standard Model Home [7][9]		**$246,743.52**
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home [8][9]		**$248,536.23**

EXHIBIT O-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 to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.

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

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

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

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

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

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

(9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.

(10) Proposer must **attach to this Replacement Home Cost Form a detailed cost breakdown** setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

Proposer's Authorized Representative Signature

8/13/19
Date

Eduardo J. Pardo

Proposer's Authorized Representative Printed Name

EXHIBIT O-2

YATES-BIRD, LLC.
CDBG-DR Repair, Reconstruction, and Relocation Program

Cost Breakdown
2-Story 4-Bedroom

Soft Cost

a. **Design Work**

Design and Permitting for Replacement Home Construction	$	17,462.24
Design and Permitting for Storm-Damaged Home Demolition	$	4,356.00
Design for Storm-Damaged Home Abatement	$	1,404.00
Services During Construction (Design Supervision)	$	4,383.00
Subtotal:	$	27,605.24

b. **Insurance**

Subtotal:	$	4,730.00

c. **Overhead**

Subtotal:	$	6,467.05

d. **Profit**

Subtotal:	$	3,880.23

Sub-Total Soft Cost	$	42,682.52

Hard Cost

c. **Construction Work**

i. **General Requirements**

	Temporary Construction	$	202.00
	Field Supervision	$	4,760.00
	Field Expenses	$	4,695.00
	Safety	$	2,928.00
	Quality Control	$	1,000.00
	Engineering Services	$	325.00
	Equipment	$	3,072.00
	Project Closeout	$	2,824.00
	Subtotal:	$	19,806.00

ii. **Foundation Work**

	Layout & Survey	$	500.00
	Earthwork	$	2,457.00
	Equipment	$	3,690.00
	Landscape	$	2,163.00
	Subtotal:	$	8,810.00

EXHIBIT O-2

iii. **Structure Work**

	General Requirements	$	1,036.00
	Forming & Stripping	$	31,435.00
	Concrete Pouring	$	4,296.00
	Reinforcing Steel	$	9,494.00
	Concrete Materials	$	12,128.00
	Concrete Work Equipment	$	3,208.00
	Concrete Work All	$	5,163.00
	Splash Blocks	$	547.00

Subtotal:	$	67,307.00

iv. **Finishes Work**

	Millwork	$	2,790.00
	Roofing & Waterproofing	$	1,650.00
	Doors & Windows	$	8,065.00
	Finishes (Inludes: Wall, Ceiling, and Floor)	$	20,831.00
	Specialties	$	500.00
	Appliances and Laundry	$	1,437.00
	Mechanical	$	1,500.00
	Plumbing	$	6,500.00
	Electrical	$	13,850.00

Subtotal:	$	57,123.00

f. **Overhead**

Subtotal:	$	30,609.00

g. **Profit**

Subtotal:	$	20,406.00

Sub-Total Hard Cost	$	204,061.00

ADA Compliance Costs

h. **ADA Compliant Work**

I.	Finishes Work	$	1,305.50
Ii.	Insurances	$	52.62
iii.	Overhead	$	271.62
iv.	Profit	$	162.97

Subtotal:	$	1,792.71

Sub-Total ADA Compliance Delta Cost	$	1,792.71

Grand Total:	$	248,536.23

ATTACHMENT E

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

Scope of Work

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

Practice of Licensed Professions

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must ensure at all times that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

Replacement Home Design Submission Performance Timeframes

Contractor is responsible for the conceptual design and design development phases of the following models for Replacement Homes:

- Single-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 4-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 4-Bedroom (Standard & ADA-Compliant Variant)

Contractor must submit Replacement Home design deliverables as follows:

- **Conceptual Designs:** Must be submitted within **ten (10) days** from contract execution. Conceptual designs are to be evaluated and approved by PRDOH or its designated representative.

- **Design Development:** Must be submitted within **twenty (20) days** from the PRDOH's, or designated representative's, approval of the Conceptual Designs.

Details of documents that must be included with each submission can be found in the Scope of Work.

ETT

Repair or Replacement Home Assignment Performance Timeframes

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

- **Design and Permitting:** Contractor, upon assignment of any home, will begin the required design and permitting work for the construction activities to be performed. There is no specific timeframe of performance for the design and permitting work. Nonetheless, Contractor must complete this work within the least amount of time possible, as the "Average Build Time" metric specified in Section 5 of the Scope of Work will be measured from the date assignments are issued to the Contractor.

- **Repair Works:** All work under a repair award must be completed by Contractor within **sixty (60) days.** This period will begin counting upon Program approval of the permit package and the Contractor's notification to the Office of Permit Management ("OGPe" for its Spanish acronym) or the Autonomous Municipality of the project[1]. The date at which the Contractor notifies OGPe or the Autonomous Municipality of the project will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

- **Replacement Home Construction Work:** All work under a repair award must be completed by Contractor within **one hundred and eighty (180) days.** This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

Liquidated Damages & Penalties

Contractor performance is subject to the following liquidated damages and penalties:

- **Liquidated Damages[2]:** Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to **$100.00** for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

[1] Pursuant to Planning Board Resolution No. JPE-2019-071, Program repair works, under certain conditions, are exempt from the Construction Permit requirement in the *Reglamento Conjunto para la Evaluación de Permisos Relacionados al Desarrollo, Uso de Terrenos, y Operación de Negocios*. The Program, however, must comply with the proper notification of the project to OGPe or the Autonomous Municipality prior to beginning construction.

[2] For the purpose of clarity, liquidated damages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.

requested, are hereby fixed and agreed as the liquidated damages that PRDOH and/or the homeowner will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

- **Penalty for Failed Milestone Inspections:** If the Contractor requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed" result; the Contractor shall pay to the PRDOH, as penalty, the amount of **$500** for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the Contractor's work compliance with Program quality and performance requirements.

Metrics, Milestones, and Performance

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

- **Workmanship:** To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed[3] to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- **Work in Progress:** A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed[3] has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- **Client and Homeowner Satisfaction:** This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

[3] Notice to Proceed refers to the assignment of a home to the Contractor. Not to the Notice to Proceed for Repair or Replacement Home Construction Work referenced in the timeframes of performance.

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

GOVERNMENT OF PUERTO RICO
Department of Housing

FORM DV-OSPA-78-5

OSPA
AMENDED 2
Request for Proposals
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR CONSTRUCTION SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2018-09

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

a. Certified check, or

b. Bank draft

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

B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Local Housing Authority*** ***(Department of Housing, Puerto Rico Public Housing Administration)*** **(LHA*)** original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the ***LHA*** shall provide a letter to the successful bidder addressed to the State Insurance Fund.

(X) 2. Commercial General Liability (Broad Form) including the following insurance coverage

COVERAGE	LIMIT
I. **Commercial General Liability:**	$1,000,000.00
• General Aggregate	$2,000,000.00
• Special Cover Asbestos Removal Contamination	$1,000,000.00
• Special Covering Lead Removal Contamination	$1,000,000.00
• Products & Complete Operations	$1,000,000.00
• Personal Injury & Advertising	$1,000,000.00
• Each Occurrence	$1,000,000.00
• Fire Damage	$100,000.00 (Any one Fire)
• Medical Expense	$10,000 (Any one person)
II. **Employer's Liability Stop Gap:**	
• Bodily Injury by Accident Each Employee Each Accident	 $1,000,000.00 $1,000,000.00
• Bodily Injury by Disease Each Employee Each Accident	 $1,000,000.00 $1,000,000.00

( ) 3. **Crime Insurance**

COVERAGE REQUIRED
III. **Employee Dishonesty:**
• Limit - $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
IV. **Forgery & Alteration Form:**
• Limit - $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
V. **Theft, Disappearance & Destruction (Inside/Outside):**
• Limit $500,000 Per Occurrence • Deductible $5,000 Per Occurrence
VI. **Computer Fraud:**
• Limit $500,000 Per Occurrence • Deductible $5,000 Per Occurrence

(X) 4. **Comprehensive Automobile Liability Form including the following insurance coverages**

LIMIT
• Auto Liability - $1,000,000.00 • Physical Damages - $1,000,000.00

• Medical Payments - $10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

(X) **5. <u>Professional General Liability and/or Errors and Omissions Policy</u>**

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

(X) A.1 Description of work to be done
(X) A.2 Limit:
(X) each occurrence $1,000,000
(X) aggregate $5,000,000
(X) deductible $5,000.00

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

(X) **6. <u>Cyber Liability</u>**

Limit - $5,000,000.00

(X) **7. <u>Umbrella</u>**

Limit - $10,000,000.00

(X) **8 . <u>Builder's Risk - 100% of Finished Value</u>**

(X) a. Form for all risks including "DIC" and earthquake

(X) b. 100% total finished cash value for all finished construction, materials installed and/or stored on site including construction equipment and/or installation equipment provided by the **"LHA".**

(X) c. The **"LHA"** and the Government of Puerto Rico must be included as an additional insured.

(X) 9. **Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond**

(X) **a.** A document for the total cost of the project under contract.

(X) **b.** The surety must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

(X) **c.** You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obliged Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost $15,000.00 or more.

(X) **d.** Re-Insurance Agreements: The Acceptable Guarantor Company must provide the ***LHA*** with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.

(X) **d.** Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) 10. **Guarantee Bond for Materials and Repairs**

(X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.

(X) **b.** This bond must be within the penalty amount not to exceed:

50% of the value of the total cost of the project for the first 5 years, equivalent to _____dollars.

2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to _____ dollars.

(X) c. Principal
(X) Main Contractor
(X) Roofing Contractor
(X) Supplier of Roofing Materials

(X) d. This bond is to guarantee the quality of materials supplied and used in water infiltration and paint work subject to the owner's written specifications and also applies to maintenance and repairs of imperfections and defects in materials or workmanship required to maintain the project in good condition for a period of 3 years (water infiltration), 2 years (paint), from the date of substantial completion and approval.

(X) e. This bond must be within the sum penalty without exceeding:

A determined 2-1/2% of the value of the total cost of the Project equivalent to_____ dollars

(X) f. Principal
(X) Main Contractor
(X) Subcontractor
(X) Supplier of infiltration materials water

(X) g. This bond must be submitted for approval before the final payment of the contract is made.

(X) **11.** The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico.**

(X) a. Breach of warranty
(X) b. Waiver and / or Release of Subrogation
(X) c. Additional Insured Clause
(X) d. Hold Harmless Agreement
(X) e. 90 Days Cancellation Clause

(X) **12.** The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.

2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:

3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.

4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact

5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.

6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.

7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.

8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.

2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".

3. Submit to the ***LHA*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.

5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the ***LHA***: Discuss any refund of unearned premium.

6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.

7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.

8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.

9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.

10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the ***LHA*** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the ***LHA.***

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***LHA*** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this **Form (DV-OSPA-78-5)** shall prevail over any other insurance specifications.

G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

December 11, 2018
Date

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business;
(ii) Requiring unnecessary experience and excessive bonding;
(iii) Noncompetitive pricing practices between firms or between affiliated Companies;
(iv) Noncompetitive awards to consultants that are on retainer contracts,
(v) Organizational conflicts of interest;
(vi) Specifying only a brand name product instead of allowing an equal

product to be offered and describing the performance of other relevant requirements of the procurement; and

(vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(Applicable to construction contracts exceeding $2,000 and contracts exceeding $2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT
(Applicable to construction contracts exceeding $2,000 when required by Federal program legislation.)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORs or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE
(Applicable to contracts exceeding $10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto

Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE
(Applicable to contracts exceeding $10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973
(Applicable to contracts exceeding $10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

   (i) Recruitment, advertising, and job application procedures;
   (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   (iii) Rates of pay or any other form of compensation and changes in compensation;
   (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
   (v) Leaves of absence, sick leave, or any other leave;
   (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
   (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding $10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of

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October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts

by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non- compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding $10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding $100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1)through (4) of this section in every

nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING
(Applicable to contracts exceeding $100,000)
By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. BONDING REQUIREMENTS
(Applicable to construction and facility improvement contracts exceeding $100,000)

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The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(As required by applicable thresholds)

1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice.

The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.

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

7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8) For contracts exceeding $100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing

of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any

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property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING
(Applicable to construction contracts exceeding $2,000 when required by Federal program legislation.)
The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).

Attachment H

GOBIERNO DE PUERTO RICO

DEPARTAMENTO DE LA VIVIENDA

ACUERDO LABORAL DE PROYECTO ENTRE

EL DEPARTAMENTO DE LA VIVIENDA DE PUERTO RICO

Y

YATES-BIRD, LLC

ARTÍCULO 1. —BASE LEGAL

Se adopta este Acuerdo Laboral de Proyecto (en adelante, "Acuerdo") de conformidad y en cumplimiento con la Sección 3ra. del Boletín Administrativo Núm. OE-2018-033, titulado "Orden Ejecutiva del Gobernador de Puerto Rico, Hon. Ricardo A. Rosselló Nevares, para aumentar el salario mínimo de los trabajadores de la construcción, poner en vigor las leyes que requieren el uso de cemento producido en Puerto Rico y requerir el uso de acuerdos laborales en proyectos de construcción sufragados con fondos públicos", promulgado el 30 de julio de 2018 (en adelante, "OE-2018-033").

ARTÍCULO 2. —PROPÓSITO

El Gobierno de Puerto Rico desea abonar al bienestar económico de los trabajadores de la construcción, fomentar la paz laboral, la seguridad de los empleados y promover la ejecución eficiente y puntual del Proyecto de Construcción, según definido en el Artículo 4 de este Acuerdo, de manera que se cumpla con la política pública esbozada en la OE-2018-033. De conformidad con la Sección 4ta de la OE-2018-033, este Acuerdo fomentará el logro de estos objetivos, y exclusivamente: vincula a todos los contratistas y subcontratistas que participen del Proyecto de Construcción; contiene herramientas para evitar interrupciones derivadas de disputas laborales; promueve la armonía laboral; proporciona mecanismos uniformes para la solución de conflictos laborales; y fomenta la cooperación entre los contratistas y sus trabajadores en asuntos relacionados a la productividad y la seguridad ocupacional.

ARTÍCULO 3. —PARTES DEL ACUERDO

Este documento es un Acuerdo Laboral de Proyecto suscrito por el Departamento de la Vivienda de Puerto Rico, como agencia, corporación pública, instrumentalidad, oficina o dependencia de la Rama Ejecutiva del Gobierno de Puerto Rico (en adelante, "Agencia"), y **YATES-BIRD, LLC**, como contratista que emplea trabajadores para la construcción del Proyecto de Construcción (en adelante, "Contratista").

ARTÍCULO 4. —PROYECTO DE CONSTRUCCIÓN

El Programa de Reparación, Reconstrucción, o Reubicación (en adelante "Proyecto de Construcción") proporciona asistencia a propietarios de viviendas para reparar hogares dañados y reconstruir unidades de vivienda significativamente afectadas por los Huracanes Irma y María en septiembre de 2017. El Proyecto de Construcción proveerá tres (3) distintos tipos de asistencia: reparación, reconstrucción, y reubicación. Los trabajos de diseño y construcción de los trabajos a implementarse, independientemente del tipo de asistencia a ser provista, serán implementados por el Contratista y su equipo. El Contratista será asignado casos para reparar hogares y casos para reconstruir hogares en sitio o en una nueva localidad fuera de peligro. Los casos serán asignados al Contratista mediante Órdenes de Tarea. La emisión de Órdenes de Tarea por la Agencia estará basada en el desempeño y capacidad del Contratista de realizar trabajos en el Proyecto de Construcción.

ARTÍCULO 5. —RESPONSABILIDADES Y OBLIGACIONES DE LAS PARTES

Este Acuerdo será vinculante para la Agencia y todos los Contratistas de todos los niveles que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del Departamento del Trabajo y Recursos Humanos (en adelante, "DTRH"). Los Contratistas incluirán en cualquier subcontrato suscrito durante el plazo de este Acuerdo, una cláusula a los efectos de que sus subcontratistas, de todos los niveles, serán partes vinculadas por este Acuerdo con respecto a todo trabajo subcontratado dentro del alcance del Proyecto de Construcción. Además, todos los Contratistas y los subcontratistas que formen parte del Proyecto de Construcción, según definidos en la OE-2018-033 y la Carta Circular Núm. 2018-01 del DTRH, deberán incluir una cláusula en el contrato mediante la cual se obliguen a cumplir las disposiciones de este Acuerdo.

La Agencia no será responsable por ninguna violación de este Acuerdo. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. La responsabilidad de cualquier Contratista en virtud del presente Acuerdo será individual y no mancomunada. La Agencia y cualquier Contratista no serán responsables por violaciones a este Acuerdo infringidas por otro Contratista. Disponiéndose que la compensación de los trabajadores contratados por subcontratistas que no cumplieron con el requisito del salario mínimo será responsabilidad del Contratista.

Nada en este Acuerdo limita la discreción exclusiva de la Agencia para determinar a qué Contratista se le adjudicarán los contratos para el Proyecto de

Construcción. La Agencia retiene autoridad para cancelar, retrasar o suspender en todo o en parte el Proyecto de Construcción.

Además de lo dispuesto en este Acuerdo, en la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, la responsabilidad de este último se regirá según lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*.

ARTÍCULO 6. —SALARIOS

A todos los trabajadores cubiertos por este Acuerdo se les pagará una tarifa de salario no menor de quince dólares ($15.00) por hora, de conformidad con la OE-2018-033, la Carta Circular del DTRH Núm. 2018-01 y el Artículo 9 de este Acuerdo. En caso de que el trabajador tenga derecho a devengar un salario mayor al contemplado en la OE-2018-033, por razón de alguna ley federal o estatal, el contratista y los subcontratistas vendrán obligados a pagar el salario más alto. El Contratista exhibirá en un lugar visible del Proyecto de Construcción, el afiche confeccionado por el DTRH sobre el salario mínimo establecido en la OE-2018-033. Disponiéndose que la clasificación de una persona como contratista independiente no será, por sí sola, fundamento para evitar el salario mínimo dispuesto por la OE-2018-033.

Según dispone la Sección 3 de la Ley Núm. 17 de 17 de abril de 1931, según enmendada, conocida como "*Ley de Pago de Salarios*", los trabajadores recibirán su compensación ya sea en metálico, mediante cheque, depósito directo, transferencia electrónica o créditos a una tarjeta de nómina, a intervalos que no excederán de quince (15) días. Cuando un trabajador es despedido o renuncia a su trabajo durante cualquier día de la semana, el Contratista compensará el importe del número de días trabajados, no más tarde del próximo día oficial de pago en la forma acordada.

De ser aplicables las disposiciones de la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como "*Ley para Establecer la Jornada de Trabajo en Puerto Rico*", por no existir un convenio colectivo vigente negociado por una organización obrera, el Contratista deberá suministrar a cada trabajador un talonario de pago que contenga la siguiente información: nombre y dirección del Contratista, nombre del empleado, puesto, fecha y periodo de trabajo comprendido por el pago, total de horas regulares y extraordinarias, salario devengado por concepto de horas regulares y extraordinarias; adiciones y

deducciones, indicando el concepto por el cual se hacen; y la cantidad neta recibida por el trabajador. El patrono deberá hacer disponible, durante el término de cinco (5) días calendario posteriores al pago, el talonario de pago a través de algún método que garantice su recibo de conformidad con el Artículo XV del Reglamento del DTRH Núm. 9017 de 4 de abril de 2018, "*Reglamento para Administrar la Ley Núm. 379 de 15 de mayo de 1948, según enmendada, conocida como 'Ley para Establecer la Jornada de Trabajo en Puerto Rico'*".

Las Partes reafirman la política de no discrimen en el taller de trabajo por alguna de las causales prohibidas por ley, así como con la política pública dirigida a promover igual paga por igual trabajo de conformidad con la Ley 16-2017, "*Ley de Igualdad Salarial de Puerto Rico*", y la Ley 61-2017. Además, el Contratista reconoce que ha consultado las "*Guías Uniformes para el Autoestudio de Igualdad Salarial en el Empleo*" de 10 de agosto de 2017, en aras de realizar cualquier evaluación interna para corroborar que no discrimina salarialmente a sus empleados por razón de sexo.

Será de aplicación todo otro aspecto de la legislación y reglamentación federal y estatal referente a cómo se paga el salario mínimo y qué constituyen horas o tiempo de trabajo.

ARTÍCULO 7. —PROCEDIMIENTO ANTE EL DEPARTAMENTO DEL TRABAJO Y RECURSOS HUMANOS

Cualquier trabajador cubierto por este Acuerdo, por las disposiciones de la OE-2018-033 y por la Carta Circular Núm. 2018-01, emitida por el DTRH, que alegue alguna violación a sus disposiciones salariales, podrá comunicarse con el Negociado de Normas del Trabajo del DTRH para denunciar el incumplimiento. El DTRH iniciará un procedimiento expedito de atención a estas reclamaciones para su pronta solución a tenor con el Memorando del Secretario Núm. 2018-05.

El Contratista deberá cooperar con los Investigadores del Negociado de Normas del Trabajo y con cualquier otro empleado o funcionario al cual el Secretario del DTRH le haya conferido autoridad para investigar estas reclamaciones. Además, el Contratista tendrá la obligación de entregar los documentos de nómina, copia de los contratos o cualquier otro documento requerido por dichos empleados y/o funcionarios con autoridad delegada.

De conformidad con la Ley 115-1991, según enmendada, el Contratista no podrá despedir, amenazar o discriminar contra un trabajador con relación a los términos, condiciones, compensación, ubicación, beneficios o privilegios del empleo porque el trabajador ofrezca o intente ofrecer, verbalmente o por escrito, cualquier testimonio, expresión o información, relacionada con los

derechos conferidos por la OE-2018-033, ante el DTRH o cualquier otro foro legislativo, administrativo o judicial, cuando dichas expresiones no sean de carácter difamatorio ni constituyan divulgación de información privilegiada establecida por ley.

Nada de lo dispuesto en este Artículo impide que un trabajador acuda al foro judicial para hacer valer sus derechos, solicitar cualesquiera otros remedios legales que fueren necesarios para hacer efectivos los términos de la OE-2018-033 y hacer que se cumplan las reglas, órdenes y determinaciones que hubiera dictado el Secretario del DTRH en el uso de los poderes que le confiere esta.

ARTÍCULO 8. —RESOLUCIÓN DE DISPUTAS

El Contratista, así como cualquier otro subcontratista, deberá tomar pasos afirmativos para solucionar controversias laborales en aras de evitar, pero no prohibir, paradas, huelgas, bloqueos o cierres que puedan poner en riesgo la culminación puntual del Proyecto de Construcción. Si luego de intentar solucionar de manera interna la controversia aún se materializa alguno de estos conflictos, tanto la Agencia como el Contratista se comprometen a notificar al DTRH en un término de cuarenta y ocho (48) horas de culminar los esfuerzos internos de resolución. El DTRH enviará un mediador o árbitro del DTRH, en un término de dos (2) días laborables de haber sido notificado, que intentará resolver la situación. El procedimiento alterno de resolución de conflictos ante el DTRH tendrá carácter prioritario; y deberá culminarse en o antes de treinta (30) días, contados a partir de la designación del mediador o árbitro.

Nada de lo dispuesto en este Artículo impide que las partes involucradas acudan a cualquier otro foro legislativo, administrativo o judicial en aras de hacer valer sus derechos.

ARTÍCULO 9. —REQUISITOS DE SEGURIDAD Y PROTECCIÓN

Cada Contratista se asegurará de cumplir y mantener, en el sitio del Proyecto de Construcción, los requisitos de seguridad vigentes de conformidad con las normas y reglamentos estatales y federales aplicables, incluyendo los promulgados por la Administración de Seguridad y Salud Ocupacional de Puerto Rico ("PR OSHA", por sus siglas en inglés) adscrita al DTRH.

Dentro de sesenta (60) días de haber firmado el contrato, el Contratista deberá comunicarse con PR OSHA para solicitar un entrenamiento sobre los estándares de seguridad y salud ocupacional que deberán implementarse durante el transcurso del Proyecto de Construcción.

Además, cada Contratista deberá asegurarse que los obreros no-diestros participen de los programas de capacitación sobre temas relevantes en la industria de la construcción, relacionados a los códigos de construcción, seguridad, permisos, entre otros, de conformidad con el proceso y las directrices que imparta la Oficina de Gerencia y Permisos del Gobierno de Puerto Rico ("OGPe") sobre el particular. El cumplimiento con dichos programas de capacitación será un requisito indispensable para que los obreros no-diestros puedan continuar devengando el salario mínimo de quince dólares ($15.00) por hora dispuesto en la OE-2018-033 e interpretado en la Carta Circular Núm. 2018-01 del DTRH. Será deber de cada Contratista cumplir con los deberes y las directrices impartidas por la OGPe sobre este particular.

ARTÍCULO 10. —UNIONES Y SINDICATOS

La implementación de las disposiciones de este Acuerdo no se entenderá como el reconocimiento por parte del Contratista o la Agencia de una unión laboral como representante sindical exclusivo de cualquier grupo de empleados en el taller de trabajo, de conformidad con la Sección 9na. de la OE-2018-033.

En la eventualidad de que exista un convenio colectivo entre el Contratista y un representante sindical exclusivo de sus empleados, o una certificación de un foro pertinente estableciendo una unión laboral como representante sindical exclusivo de los trabajadores o grupo de trabajadores del Contratista, le corresponde a este último negociar con el representante sindical las condiciones laborales y el proceso de resolución de controversias. En ese sentido, la relación entre el Contratista y los trabajadores se regirá por lo pactado expresamente en el convenio colectivo correspondiente y/o la jurisprudencia interpretativa de la Junta Nacional de Relaciones del Trabajo, conocida en inglés como el *National Labor Relations Board*, en toda sección y parte que no sea incompatible con el Acuerdo.

ARTÍCULO 11. —APLICABILIDAD A EMPLEADOS

Las disposiciones de este acuerdo aplican a todo obrero de la construcción (diestro o no- diestro) que ejerce tareas físicas o manuales en su naturaleza dentro del Proyecto de Construcción, según definido en la OE-2018-033 y la Carta Circular del DTRH Núm. 2018-01. Las siguientes personas no están sujetas a las disposiciones de este Acuerdo, aunque realicen tareas del Proyecto de Construcción:

a. "Profesionales", "ejecutivos" y "administradores", según definidos por el Reglamento del DTRH Núm. 7082 de 18 de enero de 2006, conocido como "Reglamento Número 13 — Quinta Revisión (2005)".

b. Empleados que no ejercen funciones manuales o físicas directamente dentro del Proyecto de Construcción, limitándose únicamente a realizar tareas en conexión con la obra pública, tales como: monitores de seguridad/vigilancia del área, cronometradores, carteros, oficinistas, secretarias, mensajeros, guardias, labores de contabilidad (nómina, teneduría de libros), técnicos, recepcionistas, operadores de cuadro telefónico, procesamiento de data electrónica, listeros y otras tareas análogas, y todo aquel que realice labores de índole administrativa únicamente.

c. Los empleados de la Agencia, o de cualquier otra entidad estatal, incluso si trabajan en el sitio del Proyecto de Construcción mientras esté en curso.

ARTÍCULO 12. —APLICABILIDAD A ENTIDADES

Este Acuerdo estará disponible y se aplicará plenamente a cualquier postor exitoso para el Proyecto de Construcción que se convierta en firmante del mismo, independientemente de si realiza trabajo en otros proyectos. Este Acuerdo no aplicará al trabajo de ningún Contratista que se realice en otros proyectos. Tampoco aplicará a aquellas matrices, subsidiarias o afiliadas de cualquier Contratista que no participe directamente en el Proyecto de Construcción.

Las condiciones laborales de este Acuerdo no aplicarán a la Agencia, ni a ninguna otra entidad pública, y nada de lo contenido en este documento se interpretará como que prohíbe a sus empleados a realizar trabajo dentro o fuera del lugar del Proyecto de Construcción.

ARTÍCULO 13. —SEPARABILIDAD

Si cualquier parte de este Acuerdo fuera anulada, se determinara que infringe la ley o que pudiera ocasionar la pérdida de todo o parte del financiamiento del Proyecto de Construcción, se considerará, temporal o permanentemente, nula e inválida. No obstante, el resto del Acuerdo permanecerá en pleno vigor y efecto en la medida permitida por ley. Es la voluntad expresa e inequívoca de las Partes que los foros correspondientes hagan cumplir las disposiciones y la aplicación de este Acuerdo en la mayor medida posible, aunque se deje sin efecto, anule, invalide, perjudique o declare inconstitucional alguna de sus partes, o su aplicación a alguna persona o circunstancias.

ARTÍCULO 14. —EXCLUSIVIDAD DE ACUERDOS

Este documento contiene los únicos acuerdos de todos los firmantes en relación a las condiciones laborales que deben regir en el Proyecto de Construcción y reemplazan cualquier otro acuerdo entre las partes sobre condiciones laborales que de otro modo aplicaría al Proyecto de Construcción, en su totalidad o en parte. No se exigirá que ningún Contratista otorgue otro acuerdo sobre condiciones laborales como requisito para llevar a cabo el Proyecto de Construcción.

ARTÍCULO 15. —VIGENCIA

Este Acuerdo entrará en vigor de forma inmediata mediante la aprobación y firma de (1) la autoridad nominadora de la Agencia y (2) el Contratista. Se entiende que este Acuerdo, junto con todas sus disposiciones, permanecerá vigente para todo el Proyecto de Construcción hasta su finalización, incluso si no se completa antes de la fecha de vencimiento del contrato.

POR ESTAR CONFORME CON LO ANTERIOR, las partes firman este Acuerdo el día 27 de noviembre de 2019.

DEPARTAMENTO DE LA VIVIENDA	**YATES-BIRD, LLC**
Fernando A. Gil-Enseñat, Esq. Secretario	**Eduardo José Pardo Vega** DUNS No. 11-658-8733