



**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  
ANG CONSTRUCTION INC.**



**THIS AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 22 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 **ANG CONSTRUCTION INC.** (hereinafter, the "CONTRACTOR"), with principal offices in Road 931 km 5.7, Navarro Ward, Gurabo, Puerto Rico, herein represented by Armando L. Pérez Rodríguez, in his capacity as Authorized Representative, of legal age, single, and resident of Carolina, PR duly authorized by Resolution by the CONTRACTOR.

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

**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. AR

**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

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

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

#### **I. TYPE OF CONTRACT**

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

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

**Attachment A** Notice of Award

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<b>Attachment B</b>	PRDOH Request for Proposals CDBG-DR-RFP-2018-09
<b>Attachment C</b>	Scope of Work
<b>Attachment D</b>	Compensation Schedule
<b>Attachment E</b>	Performance Requirements
<b>Attachment F</b>	Insurance Requirements (DV-OSPA-78-5)
<b>Attachment G</b>	HUD General Provisions
<b>Attachment H</b>	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, 21, 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.

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**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 **FIFTEEN MILLION DOLLARS (\$15,000,000.00)**; 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**.

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- 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."**

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#### **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.

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## 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.

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- 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.

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## 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.

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

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

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### **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. HAW

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

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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.

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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.

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### XVI. HOLD HARMLESS

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

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## **XVII. FORCE MAJEURE**

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

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

## **XVIII. CONFLICTS OF INTEREST**

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

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

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

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

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

## **XIX. INDEPENDENT CONTRACTOR**

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

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granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

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

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

## **XX. NOTICES**

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

To: PRDOH

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

MDR

To: CONTRACTOR

Armando L. Pérez Rodriguez  
ANG Construction Inc.  
HC 02 Box 14212  
Gurabo, PR 00778

## **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

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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**

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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.

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

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- E. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- F. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- G. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the 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."

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

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

**P. Other payments or compensation:** The CONTRACTOR certifies that it does not 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;

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

**XXVII. SECTION 3 CLAUSE**

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

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

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

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

**XXIX. EQUAL OPPORTUNITY**

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

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

### **XXX. CLEAN AIR ACT**

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

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

#### **XXXI. WATER POLLUTION CONTROL ACT**

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

#### **XXXII. SOLID WASTE DISPOSAL ACT**

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

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

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

#### **XXXIII. DRUG FREE WORKPLACE**

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

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#### **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.

*[Handwritten signature]*

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.

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#### **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.

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#### **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.

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#### **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

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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**

**ANG CONSTRUCTION INC.**



Fernando A. Gil-Enseñat, Esq.  
Secretary



Armandita L. Pérez Rodríguez  
Authorized Representative





**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: [rjdeleon@customerservicegroup.com](mailto:rjdeleon@customerservicegroup.com)

Ramón J. De León-Iturriaga  
President/Executive Director  
Custom Homes, Inc.  
PO Box 361497  
San Juan, PR 00936

**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. De León-Iturriaga:

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

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

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



- 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**.

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

Table 1: Proposals Technical Evaluation Summary

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

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No. Proposer Name	Mandatory Req.	Qualifications	Work Approach	Conceptual Design Submissions		Plan for Section 3 Compliance	Total Technical Score	"Qualified Proposer"
				Single-Story 3-Bedroom	Two-Story 3-Bedroom			
2 SLSO LTD	Pass	88.66	73.67	33.67	34.67	3.00	233.67	Yes
3 Lemoine Disaster Recovery, LLC	Pass	77.34	85.01	34.33	33.00	4.33	234.01	Yes
4 Thompson Construction Group Inc.	Pass	66.34	89.34	36.00	38.00	5.00	234.68	Yes
5 DSW Homes LLC	Pass	72.67	90.98	38.00	36.33	5.00	242.98	Yes
6 FR-BLDM LLC	Pass	81.68	89.67	38.33	38.00	5.00	252.68	Yes
7 OSSAM Construction, Inc.	Pass	88.66	87.67	33.67	34.00	0.00	244.00	Yes
8 Enviro-Tob, 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 Yales-Bird LLC	Pass	74.35	91.34	36.00	36.67	5.00	243.36	Yes
17 North Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18 CIC Construction Group SE	Pass	79.00	60.34	38.00	37.00	2.00	216.34	No
19 Three O Construction SE	Pass	80.67	68.67	38.00	38.67	4.00	230.01	Yes
21 Venegas Construction, Corp.	Pass	84.66	94.67	40.33	40.00	5.00	264.66	Yes
22 4 Contractors JV	Pass	78.00	88.34	40.33	40.33	5.00	252.00	Yes
23 RV Engineering Group, Corp.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
24 Caribe Tecno, CRL	Pass	77.00	91.33	39.33	39.67	0.00	247.33	Yes
25 Seasons-CL LLC	Pass	76.00	53.33	37.00	38.00	0.00	204.33	No
26 WG Pitts Caribbean, LLC	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
27 Custom Homes, Inc.	Pass	75.33	93.66	34.00	34.00	5.00	241.99	Yes
28 Maglez Engineering & Contractors, Corp.	Pass	66.67	58.99	26.33	28.33	3.00	183.32	No
29 Burke Construction Group Inc.	Fail	n/a	n/a	n/a	n/a	n/a	n/a	n/a
30 Moderno Construction Corp.	Pass	60.66	77.99	33.67	35.67	4.33	212.32	No

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

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

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

No.	Proposer Name	Technical Weighted Score <sup>1</sup>	Cost Proposal Weighted Score <sup>2,3</sup>	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

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

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

<sup>3</sup> 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).

*See*

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

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

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

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

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

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

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*[Signature]*

Notice of Award

Request for Proposals No. CDBG-DR-RFP-2018-09

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant for Disaster Recovery

September 10, 2019

Page 6 / 6

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

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

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

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

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

Sincerely,



William G. Rios-Maldonado, Esq.

Director

CDBG-DR Procurement Office

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

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

Receipt Number: 70042510 0007 0098 6063





**GOVERNMENT OF PUERTO RICO**  
Department of Housing

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

**Bid Board Resolution**

Date: September 9, 2019

Time: 1:37pm

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

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

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

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

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

Proposer No.	Proposer Name	Level
1	Excel Contractors, LLC	Level 1
2	SLSCO LTD	Level 1
3	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	Alreko Construction Management Services LLC	Level 1
15	ANG Construction, Inc.	Level 2
16	Yates-Bird LLC	Level 1
17	North Construction Group Inc.	Level 2
18	CIC Construction Group SE	Level 2
19	Three O Construction SE	Level 2
20	Pillire Construction Company, Inc. <sup>(1)</sup>	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	Magiez Engineering & Contractors, Corp.	Level 2
29	Burke Construction Group Inc.	Level 1
30	Moderno Construction Corp.	Level 1

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

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

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

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

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

Proposers that failed the Mandatory Requirements were the following:

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

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

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

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

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<b>Technical Requirements (Qualifications and Work Approach Proposals)</b>		
Qualifications (Section 6.2)	100 Points	67.00 Points
Work Approach (Section 6.3)	100 Points	72.67 Points
<b>Conceptual Design Submissions</b>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>215.34 Points</b>

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

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

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

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<del>Technical Requirements (Qualifications and Work Approach Proposals)</del>		
Qualifications (Section 6.2)	100 Points	81.34 Points
Work Approach (Section 6.3)	100 Points	69.66 Points
<del>Conceptual Design Submissions</del>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>219.67 Points</b>

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<del>Technical Requirements (Qualifications and Work Approach Proposals)</del>		
Qualifications (Section 6.2)	100 Points	79.00 Points
Work Approach (Section 6.3)	100 Points	60.34 Points
<del>Conceptual Design Submissions</del>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>216.34 Points</b>

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<del>Technical Requirements (Qualifications and Work Approach Proposals)</del>		
Qualifications (Section 6.2)	100 Points	76.00 Points
Work Approach (Section 6.3)	100 Points	53.33 Points
<del>Conceptual Design Submissions</del>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>204.33 Points</b>

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<b>Technical Requirements (Qualifications and Work Approach Proposals)</b>		
Qualifications (Section 6.2)	100 Points	66.67 Points
Work Approach (Section 6.3)	100 Points	58.99 Points
<b>Conceptual Design Submissions</b>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>183.32 Points</b>

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

Criteria	Maximum Points	Score
Mandatory Requirements (Section 6.1)	Pass/Fail	Pass
<b>Technical Requirements (Qualifications and Work Approach Proposals)</b>		
Qualifications (Section 6.2)	100 Points	60.66 Points
Work Approach (Section 6.3)	100 Points	77.99 Points
<b>Conceptual Design Submissions</b>		
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
<b>Total Technical Points</b>	<b>290 Points</b>	<b>212.32 Points</b>

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	SLSO LTD	Pass	233.67	YES
3	Lemolne Disaster Recovery, LLC	Pass	234.01	YES
4	Thompson Construction Group Inc.	Pass	234.68	YES
5	DSW Homes LLC	Pass	242.98	YES
6	FR-BLDM LLC	Pass	252.68	YES
7	OSSAM Construction, Inc.	Pass	244.00	YES
8	Enviro-Tab, Inc.	Pass	215.34	NO
9	Piloto Construction LLC	Pass	214.67	NO
10	APTIM PR LLC	Pass	249.99	YES
11	Desarrollos 3V, Inc.	Fail	N/A	N/A

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No.	Proposer	Mandatory Requirements	Technical Points	Qualified
12	Rebuilders PR LLC	Pass	241.34	YES
13	Design Build LLC	Pass	219.67	NO
14	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 Pflts 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,

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

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

**Table 3: Total Weighted Scores of "Qualified Proposers"**

No. Proposer Name	Technical Weighted Score <sup>1</sup>	Cost Proposal Weighted Score <sup>2,3</sup>	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 Techno, 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

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

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

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

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

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

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

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

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

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

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

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- Replacement Home specific requirements were modified to (i) eliminate the water cistem, (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<sup>4</sup>.
- Clarification on applicability of the provisions of the Davis-Bacon Act to the Program<sup>5</sup>.

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

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

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

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

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

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

<sup>4</sup> 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.

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

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

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

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

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

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

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

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

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

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

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

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

Table 6: Final Weighted Scores of "Qualified Proposers"

No. Proposer Name	Technical Weighted Score	Cost Proposal Weighted Score	Total Weighted Score	Qualifies for Award (Score>75%)	Cost Reasonableness Analysis
1 Excel Contractors, LLC	64.29%	25.69%	89.98%	Yes	Too High
2 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

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

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

- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **SLSCO LTD** for both repair and replacement home construction work, a Level 1 Construction Manager qualified to perform work in all of Puerto Rico.
- An initial contract in the amount of \$50,000,000 and a 3-year term for Construction Manager Services to **Lemolne 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 Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

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*[Signature]*

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

Signed by:

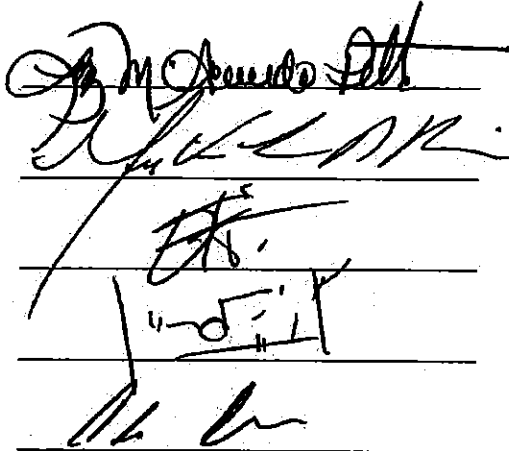
Luz M. Acevedo Pelot, P.E.  
Chairman

Ms. Niurka E. Rivera Rivera

Mr. Omar Figueroa Vázquez, Esq.

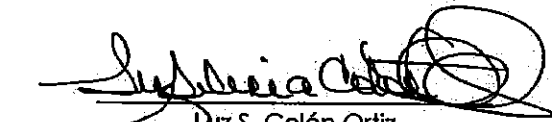
Mr. Joel Ayala Martínez, Esq.

Mr. César Candelario Candelario



Handwritten signatures of the five board members: Luz M. Acevedo Pelot, Ms. Niurka E. Rivera Rivera, Mr. Omar Figueroa Vázquez, Esq., Mr. Joel Ayala Martínez, Esq., and 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.



Handwritten signature of Luz S. Colón Ortiz.

Luz S. Colón Ortiz  
Alternate Secretary, Bid Board



A circular stamp, likely from the Department of Transportation, with the text "DEPARTMENT OF TRANSPORTATION" and "OFFICE OF THE COMPTROLLER". Handwritten initials "AIR" are visible to the right of the stamp.



Handwritten initials, possibly "JGE", at the bottom right of the page.



GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT II  
LIST OF PROPOSERS

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

No.	Proposer Name	Address	Telephone
1	Excel Contractors, LLC	Brad Roberts Vice President Excel Contractors, LLC 8641 United Plaza Blvd Baton Rouge, LA 70809 <a href="mailto:broberts@excelusa.com">broberts@excelusa.com</a>	225.715.4344
2	SLSCO LTD	William Sullivan Principal SLSCO LTD PO Box 131486 Houston, TX 77219 <a href="mailto:wsullivan@slsco.com">wsullivan@slsco.com</a>	(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 <a href="mailto:wil.rachal@lemoinecompany.com">wil.rachal@lemoinecompany.com</a>	337-896-7720
4	Thompson Construction Group Inc.	Christopher C. Hutto CFO Thompson Construction Group Inc. 100 Nort Main Street Sumter, SC 29150 <a href="mailto:chutto@thompsonind.com">chutto@thompsonind.com</a>	803-773-8005
5	DSW Homes LLC	James Shumer CEO DSW Homes LLC 502 20th Street Galveston, TX 77550 <a href="mailto:jim.schumer@dswhomes.com">jim.schumer@dswhomes.com</a>	770-519-2357
6	FR-BLDM LLC	Angel A. Fullana-Olivencia President FR-BLDM LLC PO Box 9932 San Juan, PR 00908-9932 <a href="mailto:info@frca.net">info@frca.net</a>	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 <a href="mailto:info@ossam.net">info@ossam.net</a>	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 <a href="mailto:info@envirotabpr.com">info@envirotabpr.com</a>	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 <a href="mailto:jrincon@cornerstoneindustrialpr.com">jrincon@cornerstoneindustrialpr.com</a>	787-412-0900
10	APTIM PR LLC	Domingo Camarano President APTIM PR LLC 27 Calle González Giusti Suite 302 Guaynabo, PR 00968 <a href="mailto:domingo.camarano@aptim.com">domingo.camarano@aptim.com</a>	949-413-8830
11	Desarrollos 3V, Inc.	Juan H. Vázquez President Desarrollos Tres V, Inc. PO Box 6689 Caguas, PR 00726 <a href="mailto:desarrollos3v@hotmail.com">desarrollos3v@hotmail.com</a>	787-258-1758
12	Rebuilders PR LLC	Carlos Aldarondo Project Manager Rebuilders PR, LLC PO Box 193484 San Juan, PR 00919 <a href="mailto:carlos@rebuilderspr.com">carlos@rebuilderspr.com</a>	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 <a href="mailto:jortiz@dbllc.net">jortiz@dbllc.net</a>	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 <a href="mailto:luzcategui@aireko.com">luzcategui@aireko.com</a>	787-653-6300
15	ANG Construction, Inc.	Bienvenido Negrón President ANG Construction Inc. HC 02 Box 14212 Gurabo, PR 00778 <a href="mailto:b.negron@bns-eng.com">b.negron@bns-eng.com</a>	(787) 745-4848
16	Yates-Bird LLC	Eduardo Pardo	787-479-2005

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

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		PO Box 360099 San Juan, PR 00936-0099 <a href="mailto:jd@caribetecno.com">jd@caribetecno.com</a>	
25	Seasons-CL LLC	Jorge Guerrero Miranda President Seasons-CL, LLC Industrial Víctor Fernández 40 Street 3, Suite 1 San Juan, PR 00926 <a href="mailto:jguerrero@creativedevelop.com">jguerrero@creativedevelop.com</a>	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 <a href="mailto:fbright@wgpitts.com">fbright@wgpitts.com</a>	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 <a href="mailto:rideleon@customerservicegroup.com">rideleon@customerservicegroup.com</a>	787-793-1742
28	Maglez Engineering & Contractors, Corp.	Miguel González Rivera President Maglez Engineerings & Contractors, Corp. PO Box 1174 Florida, PR 00650 <a href="mailto:customerservice@maglez.net">customerservice@maglez.net</a>	787-846-5651
29	Burke Construction Group Inc.	Anthony J. Burke President Burke Construction 10145 NW 19th St. Miami, FL 33172 <a href="mailto:fburke@bcaconstruction.net">fburke@bcaconstruction.net</a>	305-468-6604
30	Moderno Construction Corp.	Bijoy V. George President Moderno Construction Corp. 110 Calle Tapia San Juan, PR 00911 <a href="mailto:george.bijoy@gmail.com">george.bijoy@gmail.com</a>	202-360-9879

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TO:

**GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING**

**HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION  
PROGRAM CONSTRUCTION MANAGERS**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY**

**QUALIFICATIONS AND WORK APPROACH  
LEVEL 2 CONSTRUCTION MANAGER**

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

FROM

ANG Construction, Inc.  
HC 02 Box 14212  
Gurabo, P.R. 00778-9753  
Tel. (787) 745-4848  
Fax. (787) 286-3492  
E-mail: b.negron@bns-eng.com



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*Signature*



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: ANG Construction Inc.

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

☐ Level 1 Construction Manager ☒ Level 2 Construction Manager

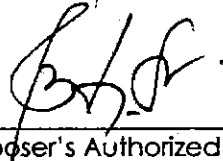
Tab	Initials	Document Description
	<i>[initials]</i>	Company Cover Page
	<i>[initials]</i>	Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
	<i>[initials]</i>	One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	<i>[initials]</i>	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	<i>[initials]</i>	Exhibit C: Statement of Qualifications
3	<i>[initials]</i>	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	<i>[initials]</i>	Organizational Chart: The organizational chart must show the corporate structure, lines of responsibility, and authority in the performance of the Construction Management Services.

*[Signature]*

*BAK*



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



Proposer's Authorized Representative's Signature

01/20/2019  
Date

Bienvenido Negron Soto

Proposer's Authorized Representative Printed Name







GOVERNMENT OF PUERTO RICO  
Department of Housing

Proposer's Initials: fb

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:

ANG Construction Inc.  
(Legal Name)

2007  
(Year of Establishment)

[REDACTED]  
(Tax ID)

831718155  
(D-U-N-S Number)

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

Bienvenido Negrón Soto  
(Name)

President  
(Position)

1.3. Physical Address:

Road 931 km 5.7  
(Address Line 1)

Navarro Ward  
(Address Line 2)

Gurabo  
(City)

PR  
(State)

00778  
(Zip Code)

1.4. Mailing Address:

HC 02 Box 14212  
(Address Line 1)

(Address Line 2)

Gurabo  
(City)

PR  
(State)

00778  
(Zip Code)

1.5. Contact Information:

787-745-4848  
(Telephone Number)

787-286-3492  
(Facsimile Number)

b.negron@bns-eng.com  
(Email Address)

1.6. The Entity is a(n):

☐ Individual

☐ Partnership

☐ Other (Specify)

☒ Corporation

☐ Joint Venture

1.7. If a corporation, indicate all that apply:

☐ Publicly Held

☒ Privately Held

☐ Subsidiary

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ANR

Proposer's Initials:                     

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

Name	Telephone	Email	Officer	Director	Member	Partner
Bienvenido Negron Soto	787-745-4848	b.negron@bns-eng.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Audette Perez Lopez	787-745-4848		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n/a	n/a	n/a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the 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 n/a)

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.**





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

ID	Client Name	Project Description	Contract Amount	Project Duration (In Months)	Statu
1	Municipality of Cataño	Remodeling Works City Hall Floors 2,8,9,10	\$1,165,959	6 month	10%
2	Municipality of Gurabo	Elderly Care Center (CASMPEA)	\$127,991	3 month	100%
3	AFI	"Renueva Tu Escuela" Program	\$307,939	3 Month	100%
4	Municipality of San Juan	Improvements to "El Nuevo Milenio" Head Start	\$195,034	3 Month	100%
5	Municipality of Carolina	Remodeling works to the "Estrellitas" Community Center & Elderly Center	\$402,396	5 Month	70%
6	Municipality of Carolina	"Plaza Centro" Building Improvements	\$160,683	3 Month	90%
7	Municipality of Gurabo	Improvements to the "Evaristo Varo Roldan" Municipality Stadium	\$113,780	3 Month	
8	Municipality of Gurabo	City Hall Roof Improvements	\$269,423	5 Month	
9					
10					

*[Handwritten Signature]*

AMZ

Proposer's Initials: \_\_\_\_\_

*AB*

Completion Date	Deliverables of the Project	Contact Person	Phone Number
4/2019	Interior Remodeling works	Alex Mojica	787-404-8114
12/2018	Interior Remodeling work	Miguel San Miguel	787-667-3611
12/2018	General Repair work & Roof Imp.	Mariano Perez	787-241-2333
12/2018	General Remodeling Work	Ricardo Del Rosario	787-382-9596
1/2019	General Remodeling Work	Roberto Valles	787-757-2626
12/2018	Structural Repair Work	Roberto Valles	787-757-2626
12/2018	General Repair work & Roof Imp	Miguel San Miguel	787-667-3611
12/2018	Structural Modifications/Roof Impermeabilization	Miguel San Miguel	787-667-3611

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**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	Julio C. Mendez Degro	MSCE	20	(See résumé in Tab 5)
Design Lead	Angel Gonzalez	MSCE	28	(See résumé in Tab 5)
Permitting Lead	Abimael Santiago, PE	MSCE	20	(See résumé in Tab 5)
Procurement Lead	Dilia I. Gonzalez	BSBA	30	(See résumé in Tab 5)
Construction Lead	Luis Perez-Durand, PE	BSCE	35	(See résumé in Tab 5)
Occupational Safety Lead	Jose Torres	BSME	20	(See résumé in Tab 5)
Quality Control Lead	Vanessa Rivera, PE	BSCE	20	(See résumé in Tab 5)

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Proposer's Initials: AB

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
Arik Vrobel	arikv@el-comsystems.com	714-231-7263	President
David Berrios	Davidj.Berrios@afi.pr.gov	787-763-5757	Contracts Administration
Neolpharma	placeres@neolpharma.com	787-396-3503	Plant Manager

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

Name	Email	Phone Number	Relation
AFI	Davidj.Berrios@afi.pr.gov	787-763-5757	Contracts Administration
El Com	arikv@el-comsystems.com	714-231-7263	President
Neolpharma	placeres@neolpharma.com	787-396-3503	Plant Manager
Municipio de Gurabo	gvillafane@gurabopr.com	787-366-8369	Deputy Mayor

*AB* *ABK*



Proposer's Initials: 26

7. Acknowledgement of Addenda:

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

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

8. Under Oath Certification:

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

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

In witness thereof, the Proposer has executed this Statement of Qualifications this 21 day of January, 2019.

If Entity is an individual:

\_\_\_\_\_  
(Signature of Individual)

n/a  
\_\_\_\_\_  
(Printed Name of Individual)

n/a  
\_\_\_\_\_  
(Address Line 1)

n/a  
\_\_\_\_\_  
(Address Line 2)

n/a                      n/a                      n/a  
\_\_\_\_\_  
(City)                      (State)                      (Zip Code)

26                      APL

Proposer's Initials: AB

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

n/a  
(Printed Name of Firm)

By: \_\_\_\_\_  
(Authorized Representative's Signature)

n/a  
(Printed Name of Authorized Representative)

n/a  
(Address Line 1)

n/a  
(Address Line 2)

n/a                      n/a                      n/a  
(City)                      (State)                      (Zip Code)

If Entity is a partnership or joint venture:

n/a  
(Printed Name of Partnership or Joint Venture)

By: \_\_\_\_\_  
(Signature of General Partner)

n/a  
(Printed Name of General Partner)

n/a  
(Address Line 1)

n/a  
(Address Line 2)

n/a                      n/a                      n/a  
(City)                      (State)                      (Zip Code)

AB                      AB

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(Jurisdiction of Incorporation)

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## STATEMENT OF QUALIFICATION & COMPANY PROFILE

HC-02 Box 14212  
Gurabo, Puerto Rico 00778-9753  
Telephones: 787-745-4848 787-745-5110  
Fax: 787-286-3492 b.negron@bns-eng.com

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## CONSTRUCTION SERVICES

### OVERVIEW

Customers who contract ANG Construction, Inc. (ANG) benefit from the strength of our knowledge and competences. Our customers can rest assured that our core competencies – from design build to construction and project management – mean they will always receive a quality project.

ANG's competences allow us to efficiently manage a project from an idea or conceptual design to a fully developed one, be it a residential complex, a power plant or a highway. They are the basis that have backed us in taking the lead on safety issues and creating a workforce with exceptional track records in the industry.

Our core competencies include design/build, construction activities, equipment supplies, services support, turnarounds, program/project management, procurement all encompasses in a safety environment.

### CONSTRUCTION

ANG is becoming a leader in the Puerto Rican construction industry by developing and employing an experienced workforce by using an innovative approach to management and advanced control systems. We utilize state-of-the-art equipment, maintain a strong bonding capacity with all stakeholders while keeping a superior safety record. Our construction processes provide well-managed projects, completed on time and within budget.

Each project presents unique characteristics and challenges. Effective Communication with all stakeholders is key to our success. We successfully execute and deliver projects by working closely with customers and project team members. Seasoned veterans who have successfully managed multiple projects through every phase of construction lead our experienced project teams. In addition, ANG offers the best combination between established subcontractor and in-house expertise.

### DESIGN/BUILD

ANG's processes enable us to make a smooth transition from engineering to construction phase within a project. Our approach ensures projects are completed on time and within budget and mitigates unnecessary risks. We have the solid experience with strategic engineering partnerships and the tools, processes and experience to effectively manage all aspects of design/build stages (construction, procurement and project turnover).

Since ANG approaches each project with a successful turnover as our ultimate goal, everyone involved (from project team to customer to architect/engineering) has a clear understanding of the project's scope and objectives. Our project control, construction turnover, programs and document control are tailored to fit customers' needs and to ensure an effective communication with all stakeholders.



## **PROCUREMENT**

Our comprehensive procurement systems allow ANG to leverage our purchasing power. Our system tracks every stage of the procurement process to monitor and maximize craft labor productivity, project scheduling, risk management and supplier performance.

Our strategic sourcing program evaluates suppliers through a rigorous, competitive process that has resulted in a core group of long-term partners. We continuously monitor and manage supplier performance in the areas of price, delivery, quality and service. Therefore, ANG can offer customers the best supplies, prices and services.

## **SAFETY**

Every day, at every jobsite, ANG provides a safe workplace for all the personnel involved in the project. We accomplish this by industry-leading processes and systems where safety goes first. ANG creates and maintains safe workplaces by focusing on the individual and providing genuine care for the health and safety for all affected personnel.

Our culture promotes teamwork, genuine trust, and a passion for safety that is backed by systems, processes, technology, and education in the proper execution of the tasks at hand. This approach fosters an all-encompassing safety program that is best in its class.

Our greatest reward is knowing that we can create a safe work environment where all the affected parties can trust i.e. a unique environment that can keep them safe and injury-free).

## **VALUE ENGINEERING (VE)**

### **HOW DOES VE WORK?**

Value engineering (VE) is a systematic method to improve the "value" of goods or products and services by using an examination of function.

Working abstractly in a preconstruction mode, an architect or engineer cannot always design the most economical solution to a building scenario. Or, to be as professional and safe as possible, they may specify building systems to meet expensively high-performance standards. For example, a ventilation system may be designed to perform for a geographic region's coldest and hottest days on record.

At ANG we suggest a better way of changing the functionality of the design or the overall scope of the project to meet expectations at the lowest possible cost.

We work with our subcontractors and use their expertise to get their feedback on cost-effectiveness of building plans and specifications. As a practice, we ask them to bid per the specifications then to submit an alternate one that can save money without affecting the quality of the finished building. We are constantly evaluating performance expectations, comparing them to specifications and the associated cost.

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## HOW DOES FUNCTION ANALYSIS WORK?

VE is a creative, organized effort, to improve the "value" of goods or products and services by using an examination of function. Value, as defined, is the ratio of function to cost. Value can therefore be manipulated by either improving the function or reducing the cost.

Through a group investigation, using experienced, multi-disciplinary teams, value is improved through the study of alternate design concepts, materials, and methods without compromising the objectives of the client.

## BENEFITS OF VE

The costs for design and construction materials is a large portion of your budget. Conducting value engineering will maximize your building's value.

Conducting value engineering provides you, the Owner, the following advantages:

- The most cost-effective building without compromising performance, function or aesthetics
- Identifies significant cost reduction methods and materials that improve the value of design
- Provides savings in maintenance and operating costs with less expensive materials and systems having the same quality
- Decreases cost
- Improves quality and value

## PROJECT MANAGEMENT

ANG's experienced project personnel, analytical tools, and our application of best practices based on real-world experiences are just some of the ways we distinguish ourselves. We maximize clients' resources by efficiently procuring labor, materials and equipment. Our systems and proven processes ensure the cost-effective coordination of planning, design, estimating, contracting and construction.

ANG manage construction, design, procurement, logistics, start-up and commissioning. The results are better-managed projects, a reduction in unnecessary expenditures, shorter schedules and marked improvement in quality and safety performance.

We pride ourselves as a company that gets the job done using as few resources as possible. From Demolition to Final finishing details, ANG takes great pride in delivering a product that incorporates your wishes into sound design and construction.

## PRE-CONSTRUCTION ESTIMATES

Pre-construction estimates, sometimes called conceptual estimates, are carried out before the drawings and documents are completed. They enable ANG's clients to better understand and define associated project costs at an earlier stage in the process. This

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requires a broad knowledge of construction techniques and the likely problems with the building type and situation under consideration.

This approach allows our clients more flexibility and control during both the pre-construction and construction phases of the project. Our involvement during the pre-construction phase allows clients to evaluate cost savings alternatives to make sure the project will be completed within budget. During the construction phase the client has involvement during all the critical stages of it.

## **SCHEDULING**

ANG recognize the importance of scheduling, as it is a critical element of any successfully managed construction project. Construction scheduling successfully manages and controls the project's time, and ultimately the budget. ANG offers the client a complete scheduling ranges from project inception to occupancy.

A construction schedule should always reflect the actual sequence of work and be realistic. Actual progress should be compared to the base-line on a regular basis. Techniques, such as short interval scheduling and critical path analysis, can help avoid delays and catch up lost time if necessary.

The three basic elements of a project, Quality, Cost and Time should be consistent and balanced with the owner's goals in order to have a successful project. Once the goals of the project are established the scheduling becomes the means for managing project time.

During the implementation phase it is essential to manage the project so that the original schedule is followed as close as possible. In case of delays, the schedule is usually used to determine if the time can be recouped. The evaluation should consider if the recovery plans impact the cost or the quality of the project. The goal of the schedule is to keep a close balance between Quality, Cost and Time.

Various tools during the different phases of the project are utilized to assist in the scheduling effort:

- Master Schedule
- Design Schedule
- Preliminary Construction Schedule
- Master Construction Schedule
- Initial Contract Schedule
- Contract Schedule
- As-Built Schedule
- Occupancy Schedule

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## CHANGE ORDERS

A clearly defined procedure with time constraints needs to be established to control change orders from identification to implementation. All parties need to be involved in the change order process (identification, cost estimating, negotiation and implementation). The time administration and material change orders is paramount in controlling costs and should be fully tracked and documented.

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## Construction Projects Experience

Project	Owner	General Contractor	Completion Date	% Completion
Remodelación Alcaldía Cataño Pisos 2,8,9,10	Municipio de Cataño PO Box 428 Cataño, PR 00963	ANG Construction	4/2019	0%
Centro de Actividades y Servicios Múltiples para Personas de Edad Avanzada	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	12/2018	95%
Renueva Tu Escuela 2018 Municipio de Caguas	AFI PO Box 41207 San Juan, PR 00940	ANG Construction	12/2018	83%
Mejoras al Techo de la Casa Alcaldía	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	2018	40%
Mejoras al Estadio Municipal Evaristo Varo Roldan	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	12/2018	80%
Remodelación Centro Comunal y Centro Envejecientes Las Estrellitas	Municipio de Carolina PO Box 8 Carolina, PR 00986-0008 Victor Pellet	ANG Construction	1/2019	60%
Mejoras al Head Start El Nuevo Milenio	Municipio de San Juan PO Box 902-4100 San Juan, PR 00902-4100	ANG Construction	12/2018	80%
Mejoras a las Facilidades del Edificio Plaza Centro	Municipio de Carolina PO Box 8 Carolina, PR 00986-0008 Victor Pellet	ANG Construction	12/2018	95%
Tu Hogar Renace Programa STEP	Departamento de la Vivienda	The JV of FR/BLDM PO Box 9932 San Juan, PR 00908	11/2018	100%
Construcción de piso en concreto y pared para ubicar tanques expuestos	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	8/2018	100%
Limpieza, Remoción y Disposición en la Casa Alcaldía	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	5/2018	100%

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Project	Owner	General Contractor	Completion Date	% Completion
Rehabilitación del Estadio Hiram Bithorn	Municipio de San Juan PO Box 902-4100 San Juan, PR 00902-4100	ANG Construction	3/2018	100%
Diseño y Construcción de Lotes Comerciales Res Puerta de Tierra II	SP Management Corp Urb Floral Park 419 Ponce de Leon Suite #112 San Juan, PR 00917 787-758-6415	ANG Construction	6/2018	100%
Mejoras a Muelle Villa Pesquera y Construcción de Rampa en el Sector el Puerto de Maunabo	Municipio de Maunabo PO Box 8 Maunabo, PR 00707 787-861-0825	ANG Construction	10/2018	100%
Mejoras al Centro Head Start Hoare	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	4/2017	100%
Demolición Selectiva Edificio Neomed San Lorenzo	NeoMed Center Inc PO Box 1277 Gurabo, PR 00778	ANG Construction	3/2017	100%
Reconstrucción de Aceras y Rampas a lo largo de la Ruta del Sistema de Transporte	Municipio de San Lorenzo PO Box 1289 San Lorenzo, PR 00754 787-736-3511	ANG Construction	11/2016	100%
Press Machine Electrical Installation	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	10/2016	100%
Mejoras a la Plaza de los Salseros	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	9/2016	100%
Construcción de Nuevo Cuartel de la Policía Municipal en Río Piedras	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	9/2016	100%
Pad Construction for the Heidelberge XL 105 Installation	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	8/2016	100%
Mejoras Inmediatas al Paseo de Diego	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918	ANG Construction	6/2016	100%

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Project	Owner	General Contractor	Completion Date	% Completion
New El Com Facilities	El Com Systems Corp Arik Vrobel 12691 Monarch Street Garden Grove, CA 92841	ANG Construction	6/2016	100%
Purified Water by pass	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	5/2016	100%
Sistema de Protección contra Incendios	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	02/2016	100%
Construcción de Centro de Radiología y Mujer	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	01/2016	100%
Instalación Sistema de Rociadores Automáticos Prevención de Incendios Natatorio de San Juan	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Radames Lugo 787-504-2673	ANG Construction		60%
Mejoras al Parque Las Palomas Viejo San Juan	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	12/2015	100%
Mejoras a la Cancha Bajo Techo y Gimnasio de Tras Talleres	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	8/2015	100%
Rehabilitación y Mejoras al Parque de los Niños	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	06/2015	100%
Instalación de Maquina Etiquetadora	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	4/2015	100%
Mejoras a Escuela Luis Muñoz Rivera	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	12/2014	100%
Construcción Comandancia Municipal Florida, PR	Municipio de Florida PO Box 1168 Florida, PR 00650 787-822-1808	ANG Construction	10/2014	100%

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Project	Owner	General Contractor	Completion Date	% Completion
Construcción Mini Estadio Bo Santa Rita, Gurabo, PR	Municipio de Gurabo Apartado 3020 Gurabo, PR 00778	ANG Construction	5/2014	100%
Instalación de compresores	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	3/2014	100%
Condominio Campo Real	Condominio Campo Real	ANG Construction	11/2013	100%
Site Security	Bristol Myers Squibb Highway 686 km 2.3 Manati, PR 00674	ANG Construction	10/2013	100%
Construcción Centro de Envejecientes y Biblioteca Electrónica, Urb La Cerámica	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	8/2013	100%
Adquisición e Instalacion de Grama Natural Y Verja Perimetral para Estadio de Soccer	Municipio de Fajardo PO Box 865 Fajardo, PR 00738 Lillian Rivera 787-860-7270	ANG Construction	8/2013	100%
Mejoras al Parque de Pelota y Facilidades Recreativas Urb Vistamar	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	2/2013	100%
Juncos First Medical Center	Juncos First Medical Inc. Juncos, PR Dra Zulma Ramos 787-562-4839	ANG Construction	12/2012	100%
Photovoltaic Public Lighting At Selected Avenues	Municipio de Ponce PO Box 331709 Ponce, PR 00733 Candy Leon 787-284-4141	ANG Construction	11/2012	100%
Mejoras a Escuela Juan Jose Osuna	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%
Mejoras a Escuela Nicolás Aguayo Aldea	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%
Mejoras a Escuela Felipe Rivera Centeno	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%

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Project	Owner	General Contractor	Completion Date	% Completion
Mejoras a Escuela Jose de Diego	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	7/2012	100%
El Faro de los Animales	El Faro de Los animales Inc. PO Box 637 Punta Santiago, PR 00741 Rafael Orta 787-685-3139	ANG Construction	7/2012	100%
Mejoras a Escuela Rafael N Coca	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	7/2012	100%
Mejoras Escuela Manuel Febres Gonzalez	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	1/2012	100%
Puente Sobre Quebrada Mabú Humacao Electrical Works	Autoridad de Carreteras y Transportación PO Box 42007 San Juan, PR 00940-2007 Carlos Santana Tel. 787-721-8787 Fax 787-727-5456	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	2011-2012	100%
Architectural work for PMA & MP8	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	2012	100%
Mechanical Works Area A,B,C	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	12/2011	100%
Mejoras a Escuela Ramón Luis Rivera	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433	ANG Construction	12/2011	100%
Construcción de Área de Juego Exterior Museo del Niño	Municipio de Carolina PO Box 8 Carolina, PR 00986	ANG Construction	11/2011	100%
Packaging Line 9010 Retrofit	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	6/2011	100%
Pro Consolidation Program	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	4/2011	100%

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Project	Owner	General Contractor	Completion Date	% Completion
Heat Exchanger	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	4/2011	100%
Mejoras a la Calle Muñoz Rivera Electrical Works	Municipio Autónomo de Caguas Apartado 907 Caguas, PR 00726-0907 Antonio Cobián Tel. 787-653-8833 Fax 787-286-6471	Colón Construction PO Box 8253 Caguas, PR 00726 Hector Colon Tel. 787-747-7274 Fax 787-747-7214	4/2011	100%
Pit Construction	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	3/2011	100%
Accelacota	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	3/2011	100%
Ensanche de la PR 788 Electrical Works	Autoridad de Carreteras y Transportación PO Box 42007 San Juan, PR 00940-2007 Dixon Vargas Tel. 787-721-8787 Fax 787-727-5456	Colón Construction PO Box 8253 Caguas, PR 00726 Hector Colon Tel. 787-747-7274 Fax 787-747-7214	12/2010	100%
Construcción de Aceras	Municipio de San Germán PO Box 85 Ave Universidad Int. 136 San German, PR 00683 Damian Morales Tel. 787-892-3500	ANG Construction	08/2010	100%
Aceras y Encintados	Municipio de Corozal No 9 Calle Cervantes Corozal, PR 00783 Felix Suarez Tel. 787-859-3060 Fax 787-859-9401	ANG Construction	03/2010	100%
Equipment Removal	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	1/2010	100%
PR 204 Conector Las Piedras Electrical Works	ACT PO Box 42007 San Juan, PR 00940-2007 Angel Santiago Galarza Tel. 787-721-8787 Fax 787-727-5456	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	12/2009	100%
Biblioteca Electrónica de Vega Baja II	Municipio de Vega Baja Apartado 4555 Vega Baja, PR 00694 Tel. 787-855-2500	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	11/2009	100%
Biblioteca Electrónica de Vega Baja I Electrical Works	Municipio de Vega Baja Apartado 4555 Vega Baja, PR 00694 Tel. 787-855-2500	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	01/2009	100%

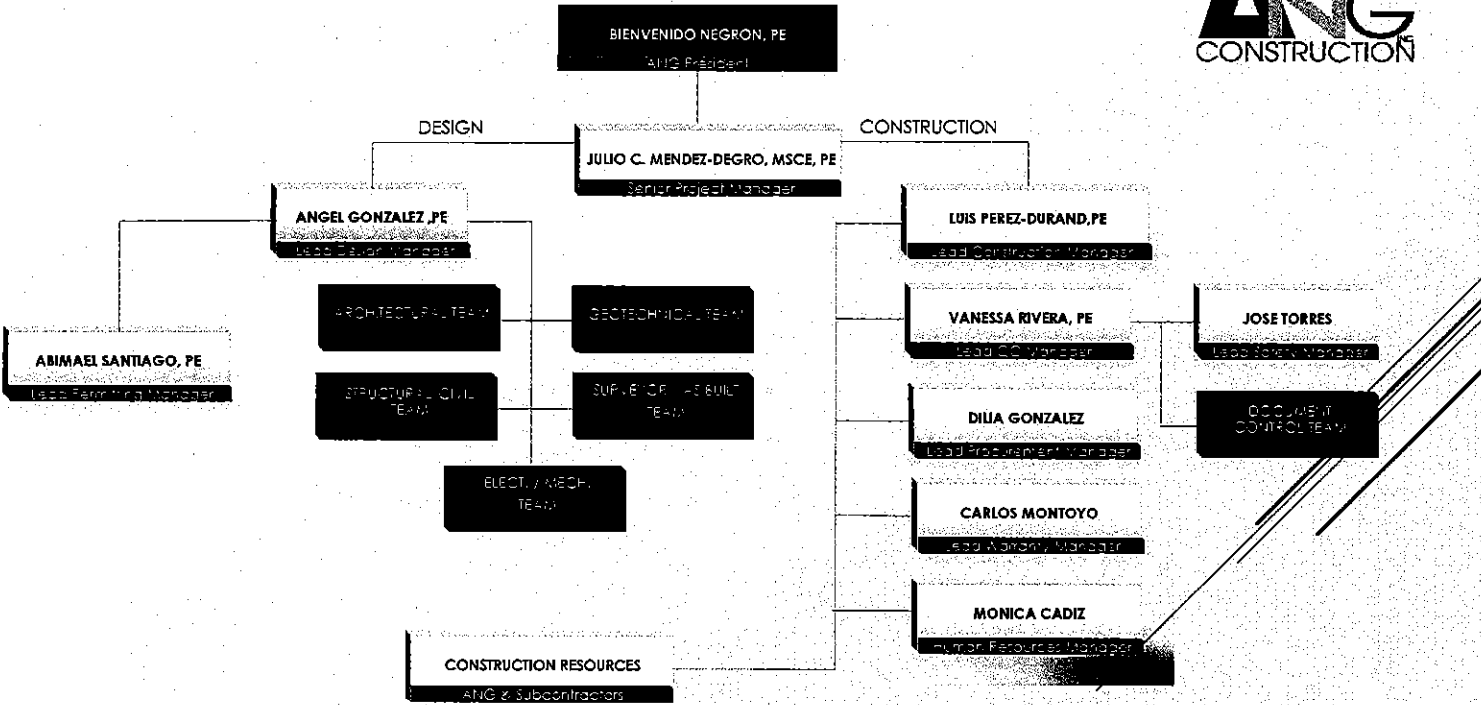
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KEY STAFF ORGANIZATION CHART



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**Bienvenido Negrón Soto, P.E.**  
**President**

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**PROFILE**

Over Twenty Seven (27) years experience in the engineering field specially in the project management within the Private, Institutional and Pharmaceutical Manufacturing Industry.

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**EDUCATION**

**Master Degree in Engineering Management** - Polytechnic University of Puerto Rico

**Bachelor Degree in Science of Civil Engineering** - Polytechnic University of Puerto Rico  
**-Registered Professional Engineer**

**ACHIVEMENTS**

- |  |   |
|--|---|
| ◆ <b>Project &amp; Construction Management</b>   | ◆ <b>Engineering Management</b>                     |
| ◆ Plaza AEELA - Total Investment \$45 Millions   | ◆ Automation Strategies                             |
| ◆ Caguas City Hall - Total Investment \$13 Millions  | ◆ Just in Time Concepts                             |
| ◆ Pharmaceutical Manufacturing Plant Expansion Building (Granulation)- Total Investment \$11 Millions.                                       | ◆ Environmental Analysis                            |
| ◆ Chilled Water Plant Building, 1,200 TONS installed capacity with a future total capacity of 2,400. Total Investment 5.3 Millions)          | ◆ Waste Water Pre-Treatment Plant Facilities Design |
| ◆ Pharmaceutical Manufacturing Plant Expansion Building (Granulation)- Total Investment \$10 Millions.                                       | ◆ Solid Dosage Facilities & Utilities Validation    |
| ◆ Pharmaceutical Manufacturing Plant Expansion Building (Encapsulation)- Total Investment \$ 4.5 Millions.                                   | ◆ Civil Engineering Design                          |
| ◆ Pharmaceutical Manufacturing Plant Expansion Building (Granulation)- Total Investment \$8 Millions.  |   |
| ◆ Utilities Equipment Upgrades - A/C System Chillers, CTs, Distilled Water System and Compressed Air System - Total Investment \$3 Millions. |   |
| ◆ Chemical/Analytical Laboratories - Total Investment \$1.4 Millions.  |   |
| ◆ Office Buildings - Total Investment \$0.5 Millions   |   |
| ◆ Plant Facilities for Code Compliance (OSHA, Building Codes, ADA, Air Conditioning, etc.)   |   |
| ◆ Waste Water Pre-Treatment Plant - Total Investment \$1.5 Millions.   |   |
| ◆ Parking Facilities Construction, 450 spaces - Total Investment \$1.5 Millions  |   |

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**Bienvenido Negrón Soto, P.E.**

**EXPERIENCE**

- ♦ **BNS Engineering, Inc.**  
President
- ♦ **MDL Contractors & Engineers - Partner**  
Project Manager - Construction Management of a 125,000 SF. manufacturing plant
- ♦ **SEARLE & Co. Caguas, PR - Project Engineering Manager - Responsible of the**  
Engineering Design, bids awarding, construction management and facilitates and  
utilities validation of New facilities construction.
- ♦ **CMA Architects & Engineers - Project Engineer - Civil and Environmental**  
Engineers Design

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MenDeg Engineering P.S.C.  
P.O. Box 40140  
San Juan PR 00940-0140  
e-mail: mendezdegro@mendeg.com  
Mobile: (787) 599-3460

**Julio C. Mendez-Degro, M.S.C.E., P.E.**

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***SUMMARY OF PROFESSIONAL QUALIFICATIONS***

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Over twenty (20) years of experience in analysis and design of structures, including design of reinforced concrete, structural steel, wood, pre and post tensioned, deep foundations, bridges and pre cast. Experience in design of high-rise structures, pharmaceutical industries, warehouses, wastewater treatment plants, etc. Experience in project management and project inspections, including bridge rehabilitation, highways and roads. Computer knowledge in specialized programs including Etabs, Sap, Safe, Adapt-Pt, Auto-Cad.

***PROFESSIONAL EXPERIENCE***

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**MenDeg Engineering P.S.C.** 2010 to present  
President / Lead Structural Engineer  
San Juan, PR

- Senior structural engineer responsible for the structural design, consulting and construction support for all projects.

*Julio C. Mendez-Degro MSCE, PE* 2003 - 2010  
Structural Engineering Consultant Services  
San Juan, PR

- Structural engineering consultant for various engineering firms and construction companies.
- In charge of structural design, feasibility studies, structural analysis, structural rehabilitation and construction support for a variety of projects.

*Alpha Engineering Group PSC* 2003 - 2010  
Structural Engineer Consultant  
San Juan, PR

- Senior Engineer in charge of the structural engineering department.
- Design of reinforced concrete and steel structures related to the pharmaceutical industry for clients like Amgen, Merck, Bristol Myers Squibb, Lilly, Abbott and Lifescan (Johnson & Johnson).

*DMc/SE (David McCloskey Structural Engineers)* 2000 - 2003  
Structural Engineer  
San Juan, PR

- Engineer responsible for the structural design and supervision of construction projects that ranged from single-family dwellings to high-rise buildings.

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ADZ

University of Puerto Rico Mayaguez Campus  
Assistant/Professor  
Mayaguez, PR

1997 - 2000

- Taught engineering course of Mechanics of Materials in the General Engineering Department.
- Taught laboratory courses of Materials of Construction in the Civil Engineering Department.
- Taught laboratory courses of Geotechnical Engineering in the Civil Engineering Department.

#### ***EDUCATION***

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- University of Puerto Rico - Mayaguez Campus
  - Master of Science in Civil Engineering (Structural Engineering): 1998 – 2000
  - Thesis: Evaluation of damage in steel tanks due to hurricane loads
- University of Puerto Rico - Mayaguez Campus
  - Bachelor of Science in Civil Engineering: 1992-1997

#### ***LICENSE AND ACTIVITIES***

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- Registered Professional Engineer (P.E.) by the commonwealth of Puerto Rico (License 19027).
- Member of the College of Engineers and Land Surveyors of Puerto Rico (CIAPR).
- Member of the International Code Council

#### ***PROJECTS PERTINENT TO THIS RFP***

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- |  |   |
|--|---|
| • Bridge 1043 Rehabilitation Project<br>Project Id: AC-222187<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration              | • Pavement Rehabilitation Phase IA & Rehabilitation of Bridge 1407<br>Project Id: MP-201229<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration |
| • Bridge 2219, 2220 & 2221 Rehabilitation Project<br>Project Id: MP-201238<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration | • Bridge 1847 Rehabilitation Project<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration  |
| • Bridge 1952 Rehabilitation Project<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration                                       | • Bridge 897 Rehabilitation Project<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration   |
| • Bridge 1178 & 1180 Rehabilitation Project<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration                                | • Bridge 1946 & 1947 Rehabilitation Project<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration   |

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ADK

- Bridge 913 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- Bridge 1403 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- Bridge 889 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- PR-66 Stage 2 Project  
Project Id: AC-006629  
Owner: PRHTA  
Services: Structural Engineering Consultant
- Dos Hermanos Bridge at Condado  
Project Id: AC-800281  
Owner: PRHTA  
Services: Structural Engineering Consultant
- Nueva Escuela de Corozal  
Owner: Department of Education  
Services: Construction Inspection  
Cost: \$16,000,000
- Paseo Puerta de Tierra Phase I, III & IV  
Owner: PRIFA  
Services: Construction Inspection  
Cost: \$32,000,000
- Bridge 1176 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- Bridge 1407 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- Bridge 1176 Rehabilitation Project  
Owner: Metropistas / PRHTA  
Services: Inspection & Contract Administration
- PR-66 Stage 2 Project  
Project Id: AC-006637  
Owner: PRHTA  
Services: Structural Engineering Consultant
- PR-10 Project at Adjuntas PR  
Project Id: AC-100065  
Owner: PRHTA  
Services: Structural Engineering Consultant
- Laboratory Road  
Owner: PR Science Trust, PRIFA  
Services: Construction Inspection  
Cost: \$8,000,000
- Aluminum Box Culvert Foundation Design  
Owner: PRHTA / LPCD Inc.  
Services: Structural Design

ADR



angel e. gonzalez delgado - consultant engineer , lic. 12645  
tel-fax: 787-286-3492 - mobil: 787-224-4815 - e-mail: angel@aegonzalez.com

### AE Gonzalez, P.E/ Qualifications / Most Relevant Projects

- Holds a Bachelor of Civil Engineering of the Polytechnic University of Puerto Rico, Hato Rey, PR
- Licensed Engineer in the Commonwealth of Puerto Rico #12645
- Active member of the College of Engineers and Land Surveyors of Puerto Rico (CIAPR)
- Worked for private companies in major projects from 1991 to 2005
- In 2005 he started his company Consulting Engineering AE González to present.
- His area practice is in civil design projects: residential, commercial, industrial and institutional and coordination with professionals relevant to the project (Architect, Electrical engineer and Mechanical engineer).
- In addition, handles the permits agencies in new Integrated Permit System (SIP) and Autonomous Municipalities. Such as Highway Authority (ACC) and Water and Sewage Authority (AAA)
- Licensed Civil Engineer with 23years of Experience

### Most Revelant Projects

2005 To Present ( AE González Consulting Engineer)

#### Some of the Most Significant Projects are:

Performed all Civil site designs including Geometrical layouts, Grading plans, Storm and Sanitary Sewers, Water distribution and Earthwork calculations.

- Bahía del Sol (walk- up), *Cabo Rojo*
- *Alamanda (walk-up), Guaynabo*
- Building 509 (300 Housing Units), *Hato Rey*
- La Cima Pharmacy, *Yabucoa*
- Special Community "El Vigía", *Arecibo*
- Special Community "El Coquí", *Cayey*
- Special Community "*Tierra Santa*", *Guaynabo*
- American Military Academy School, *Gurabo*
- Río Grande Hill (14 Housing Units), *Río Grande*
- E.F. Enterprises,(Storage Building), *Bayamón*

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APL

- Technical Distributors, (Storage Building), San Juan
- ASSMCA (Hospital Remodeling), *Bayamón*
- Mental Health Center Improvements, *Mayagüez*
- The Marble Shop I and II (Comercial Building), *Guaynabo*
- Bio-Seguridad, *Centro Médico( Hospital)*
- Pediatric Hospital ( Parking Lot), San Juan
- Cayey Medical Plaza (Medical Offices) , *Cayey*
- Baldwin Theatre, *Guaynabo*
- Caribbean Villlage (Elderly), *Las Piedras*
- UPR Improvements - Recinto Bayamón
- Juncos First Medical
- Desarrollo Finca Multeado (Convention Center), *Ponce*
- Baldwin View Elderly, *Guaynabo*
- Nicolás Sevilla School, *Toa Alta*
- Lino Padrón School, *Vega Baja*
- *José de Diego School, Las Piedras*
- *Nicolas Aguayo School, Caguas*
- *Felipe Rivera Centeno School,Caguas*
- *José Juan Osuna School, Caguas*
- *Rexville School, Bayamón*
- *Abelardo Díaz Morales School ,Caguas*
- *National College University, Rio Grande*
- Customed Fajardo (Pharmaceutical)
- Mc Donalds Bairoa, *Caguas*
- Wal-Mart Improvements, *Caguas*
- Pfizer Improvements *Guayama*
- Puma Caribe, *Bayamón*
- San German Water Park
- Complejo Deportivo del Este *Caguas*
- Parque Central Improvements, *San Juan*
- La Hacienda Residential (91 Houses), *Caguas*
- Bella Vista Residential, *Arecibo*
- Building Improvements ( El-Com),*Caguas*
- Actavis Building Expansion (Manati)
- Housing Development "Gran Savannah" (149 houses) *Caguas*



Ing. Angel E. González Delgado Lic. #12645 - condominio bay side cove . apt. 206 .  
san juan puerto rico 00918

AMK



**Abimael Santiago Martínez, M.S.C.E., P.E.**

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**SUMMARY OF PROFESSIONAL QUALIFICATIONS**

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Over eighteen (18) years of experience in analysis and design of structures including design of reinforced concrete, structural steel, wood, and bridge structures. Experience in project development, project management and project inspections, including bridges.

Computer knowledge in specialized programs including Etabs, Auto-Cad, Sap, and other.

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**PROFESSIONAL EXPERIENCE**

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**MenDeg Engineering P.S.C.** 2012 to present  
Project Administrator / Inspector / Structural Engineer  
San Juan, PR

- Senior structural engineer, project administrator and inspector in charge the inspection and contract administration of several bridge rehabilitation projects at PR-22 expressway for Metropistas.

**S-mart Design Group Inc.** 2014 to present  
President / Structural Engineer  
Hatillo, PR

- Structural engineer, designer, project administrator, project developer and planner, permits specialist for a variety of projects and companies.

**Puerto Rico Highway and Transportations Authority (PRHTA)** 2001 - 2004  
Bridge Engineering Office  
Bridge Engineer Inspector / Designer / Supervisor  
San Juan, PR

- Engineer in charge of bridges structural analysis and load rating, bridges inspector, bridges rehabilitation designer and also Supervisor at the PRHTA Bridge Engineering Office.

**JJC Industrial Services** 1997 - 1998  
Inspector  
Añasco, PR

- Responsible of the inspection, estimates and project schedules of construction projects.

MenDeg Engineering P.S.C.



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## ***EDUCATION***

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- University of Puerto Rico - Mayaguez Campus
  - Master of Science in Civil Engineering (Structural Engineering): 1998 – 2001
- University of Puerto Rico - Mayaguez Campus
  - Bachelor of Science in Civil Engineering: 1992-1998

## ***LICENSE AND ACTIVITIES***

---

- Registered Professional Engineer (P.E.) by the commonwealth of Puerto Rico (License 17852).
- Member of the College of Engineers and Land Surveyors of Puerto Rico (CIAPR).

## ***PROJECTS PERTINENT TO THIS RFP***

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- |  |   |
|--|---|
| • Bridge 1403 Rehabilitation Project<br>Project Id: AC-222187<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration              | • Pavement Rehabilitation Phase IA & Rehabilitation of Bridge 1407<br>Project Id: MP-201229<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration |
| • Bridge 2219, 2220 & 2221 Rehabilitation Project<br>Project Id: MP-201238<br>Owner: Metropistas / PRHTA<br>Services: Inspection & Contract Administration | • Bridges along the National Highway System (NHS) including those on PR-22, PR-52 and PR-30<br>Owner: PRHTA<br>Services: Load rating analysis                               |
| • Rehabilitation of historical bridges No.4 and No.6<br>Owner: PRHTA<br>Services: Structural Design  | • Rehabilitation of several structures at PR-22<br>Owner: PRHTA<br>Services: Concrete Bridge Slab Structural Design   |
| • PR-22 bridges with less than ten (10) years of constructed<br>Bridge Engineering Office<br>Owner: PRHTA<br>Services: Concrete Slab Failure Study         | • Load and Dimension Regulation<br>Bridge Engineering Office<br>Owner: DTOP<br>Services: Co-write of the Regulation   |
| • Standard Drawings and Specification for bridges slab repairs<br>Bridge Engineering Office<br>Owner: PRHTA<br>Services: Engineering assistance            |   |

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### ***OTHER PRIVATE PROJECTS***

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- Islote Medical Center, Arecibo PR
- Structural Designs for the "Comunidades Especiales": "Villas Arturo" y "Villas Collazo", Camuy PR
- "Cerro Visbal", Aguadilla PR
- Structural design of multi-level parking, Dorado PR
- Design of Industrial Building for "Productos Eli", Hatillo PR
- Design and development of the pre-design homes ""Casas Borincanas, Hatillo PR
- Design and Administration of Hatillo Nursing Home, Hatillo PR
- Design of Atlantic View Apartments, Hatillo PR
- Design and development of the Jadame Commercial Building, Hatillo PR
- Inspection of Banco Popular, Lajas PR
- Inspection and Project Control of Baxter expansion construction, Añasco, PR

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ANA



**Dilia Ivette González**  
**Document Control**

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**PROFILE**

Over (16) years experience in document control and accounting for Engineering and Construction project. Responsible for the project documentation and clerical works.

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**EDUCATION**

**Bachelor Degree Business Administration – Accounting** – University of Puerto Rico, Mayaguez Campus

**EXPERIENCE**

- ◆ **ANG Construction, Inc.**  
Secretary – Data Support – Accounts Payable Technician – Accounting Assistant for Capital Project
- ◆ **Pharmacia**  
Secretary – Data Support – Accounts Payable Technician – Accounting Assistant  
Data support for Engineering Projects. Maintain reports to monitor project expenditures. Capitalize completed projects. Monthly account reconciliation. Verify purchase orders, invoices, receiving and process payments. Maintain oral and written communication with vendors. Data entry and general support to the Preventive Maintenance Program.
- ◆ **Concilio Hispano de Cambridge Inc.**  
Director of Administration and Finance – Accounting Manager- Bookkeeper –  
Developed and maintained accounting policies and procedures manual. Ensured accuracy of Financial Statements. Monitored expenses by department. Prepared budgets and cash flow projections. Contract negotiation. Prepared audit schedules. Employee supervision. Coordinated community and Agency events. Performed general accounting duties including: payroll, accounts payable, accounts receivable, cash receipts, cash disbursements, bank reconciliation, purchases, monthly Financial Statements.

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CAREER SUMMARY:	Luis A. Perez Durand has over 25 years of professional experience in the construction industry. He has been responsible for the timely completion of several projects in commercial, industrial and government sector. Some of the clients throught his career includes Federal Highway Administration, US Army, Walmart, Home Depot, Sams Club, Rum Bacardi, Simon Malls, Eli-Lilly Pharmaceutical, DuPont, Syntex Pharmaceutical and GlaxoSmithKline Pharmaceutical between others. With a vast knowledge in construction techniques and procedures, he can provide excellent problem solving, quality and management. All this set of skills gave him the ability to timely complete every project and maximize the profits.		
EDUCATION	University of Puerto Rico- Mayagüez Campus-(ABET accredited) Bachelor of Science in Civil Engineering (BSCE) General GPA: 3.48 of 4.00 scale Degree : May / 1982		
CAREER HISTORY			
	PUERTO RICO ASPHALT Operations Chief Engineer/Manager	Carolina, P.R	2016 -2018
	▪ Operations Manager- Field Operations- Government and Private projects.		
	BETTERROADS ASPHALT CORP. Operations Vice-President- U.S Virgin Islands	San Juan, P.R	Mar/2015 -2016
	▪ Responsible for the development & management of government and private projects along the islands.		
	CRCE CONSULTANT CORP. Project Inspector	San Juan, P.R	Oct/2013 - Feb/2015
	▪ Responsible for the inspection of "Metropistas" Highway project		
	WMD ENGINEERING SERVICES. Project Inspector & Coordinator	San Juan, P.R	Jan/2012 - Sep/2013
	▪ Responsible for the inspection and coordination of government institutional projects. "Siglo 21" Schools Infrastructure projects		
	BETTERROADS ASPHALT CORP. Director of operations-Construction and Aggregates	San Juan, P.R	Oct/2007 - Dec/2011
	▪ Responsible for quarry's administration and project management of Federal Highway Administration project at Santa Cruz-U.S Virgin Islands.		
	CONCRETE IMPERIAL CONSTRUCTION President & Chief Engineer	San Juan, P.R	Nov/2004 - Aug/2007
	▪ Responsible for the construction of several concrete projects including High rise buildings, distribution centers, commercial properties and others.		
	CONSTRUCTORA SANTIAGO CORP.	Trujillo Alto, P.R	May/2002 - Oct/2004

112

- Responsible for the construction of several projects including TRUMP International Gulf Club, Walmart and Sam's Club Stores,

DURAND CONCRETE WORKS.

President & Chief Engineer

San Juan, P.R

Nov/1999 - May/2002

- Responsible for the construction & management of several projects including pharmaceutical projects, commercial projects and government projects. Special focus on super flat concrete floors, concrete structures and Pre-Cast panels fabrication and installation.

PHARMATEK CONCRETE WORKS.

Chief Engineer

San Juan, P.R

Oct/1997 - Nov/1999

- Responsible for the construction & management of several projects including pharmaceutical projects, commercial projects and government projects. Special focus on super flat concrete floors

REXACH CONSTRUCTION COMPANY.

Project Engineer

San Juan, P.R

Oct/1986 - Oct/1997

- Responsible for the coordination and development of several projects including pharmaceutical projects, commercial projects and government projects.

CERTIFICATION & MEMBERSHIPS

- Professional Engineer License(PE)
- Occupational Safety and Health Administration (OSHA) - 30 hour certification
- MSHA Certification
- Fase Company's Super Flatworks Certified
- American Society of Civil Engineers(ASCE)
- More than 100 continued education courses

SPECIAL SKILLS

- Computer Skills
- Microsoft Excel
  - Microsoft Word
  - Microsoft Power Point
  - Microsoft Project-(basics)
  - Others
- Other Skills
- Bilingual- English & Spanish

*Luis A. Pérez Durand*

*APR*

Eng. Luis A. Pérez Durand, PE-

*Licensed Civil Engineer/Construction Project Manager/Inspector*

P.O BOX 377

Gurabo P.R - 00778

[durandgo@live.com](mailto:durandgo@live.com)

787-508-2205

REFERENCES

Available upon request

*APD*

*APD*

## PROJECTS LIST

PUERTO RICO ASPHALT CORP.			
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Operations Director/Manager	PR Government / Private Clients	Several projects	Puerto Rico

BETTERROADS ASPHALT CORP.			
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Director/Manager	U.S Virgin Islands-Dept. of Public Works	Island Wide Pavement Rehabilitation Phase VII	St. Thomas-U.S.V.I
Director/Manager	Tropical Shipping	Pavement Reconstruction- Phase 1- Crown Bay Landfill	St. Thomas-U.S.V.I
Director/Manager	Federal Highway Administration	Chistyances Bypass Road	St. Croix-U.S.V.I
Director/Manager	St. Croix Ports Authority	Apron Rehab-Phase 2- Henry E. Rohlsen Airport	St. Croix-U.S.V.I

REXACH CONSTRUCTION COMPANY			
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Project Engineer	Private Developer	Tierra Alta Housing Development (500 units)	Guaynabo, P.R
Project Engineer	MOVA Pharmaceutical	New Building Construction	Caguas, P.R
Project Engineer	DuPont Pharmaceutical	New Building Construction	Manati, P.R
Project Engineer	S.K.F. Pharmaceutical	Phase II-Existing Facilities remodelation	Cidra, P.R
Project Engineer	Sintex Pharmaceutical	New Building Construction	Humacao, P.R
Project Manager	Elli-Lilly Pharmaceutical	New Facilities Construction	Carolina, P.R
Project Manager	Park Davis Pharmaceutical	3 New Buildings Construction	Carolina, P.R
Project Manager	Private Developer	Villas Costa Dorada Housing Development (350 units)	Dorado, P.R
Project Manager	Private Developer	Galaxy-High Rise Residential Building	Isla Verde, P.R
Project Manager	Government of Puerto Rico	Caguas Central Office Building	Caguas, P.R
Project Manager	Builders Square Corp.	Builders Square Store-Plaza del Sol Shopping Center	Bayamon, P.R
Project Manager	Walmart Corporate	Walmart Supercenter Store - Guayama Mall	Guayama, P.R
Project Manager	Walmart Corporate	Walmart Supercenter Store- Palma Real Shopping Center	Humacao, P.R
Project Manager	Walmart Corporate	Walmart Supercenter Store-Plaza Escorial Shopping Center	Carolina, P.R
Project Manager	Walmart Corporate	Sam's Club Store- Plaza Escorial Shopping Center	Carolina, P.R
Project Manager	Government of Puerto Rico-Ports Authority	Customs & Concourse new buildings- Puerto Rico International Airport	Carolina, P.R
Project Engineer	Government of Puerto Rico-Highway Authority	Bridge and Highway section of PR-52 Route	Salinas, P.R

*LPD*

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ENG. LUIS A. PEREZ DURAND, PE - CAREER PROJECTS PORTFOLIO  
787-508-2205 / durandgo@live.com / PO BOX 377-Gurabo PR, 00778

CONSTRUCTORA SANTIAGO CORP.			
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Project Manager	Sam's Club Corp.	Sam's Club Store-Los Colobos Shopping Center	Rio Grande, PR
Project Manager	Empresas Diaz Development	TRUMP International Gulf Club- Coco Beach	Rio Grande, PR

DURAND CONCRETE WORKS INC.			
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Director/Manager	Private Developer	Yauco Plaza Shopping Center (Super Flat floors construction and till top Pre-Cast walls fabrication and installation)	Yauco, P.R
Director/Manager	DDR PR	Rio Hondo Shopping Center (Structural concretes and Pre-Cast for Marshalls and Capri Stores.	Bayamon, PR
Director/Manager	Cesar Castillo Corp.	Cesar Castillo Warehouse (Super flat floors and pre-cast panels)	Caguas, P.R
Director/Manager	Ramallo Printing Corp.	Ramallo Building (Structural Concretes)	Caguas, P.R
Director/Manager	"Dicipulos de Cristo" Church	Construction of new building	Bayamon, P.R
Director/Manager	"San Juan Evangelista Church"	Structural concretes of all building structure	Guaynabo, P.R
Director/Manager	"San Juan de la Cruz Church"	Structural concretes of all building structure	Guaynabo, P.R
Director/Manager	Government of Puerto Rico	University of Puerto Rico-Rio Piedras Campus (Construction of Humanities Building)	Rio Piedras, P.R
Director/Manager	Hanes	Hanes Warehouse building	Ponce, P.R
Director/Manager	Academia Maria Reina	New Sports Building (Structural concretes)	Guaynabo, P.R
Director/Manager	Private Developer	Walk up Residential buildings (Structural concretes)	Bayamon, P.R
Director/Manager	Fonalledas Development	Plaza las Americas shopping mall (structural concretes for multilevel parking structures)	San Juan, P.R
Director/Manager	Fonalledas Development	Plaza las Americas Shopping Center (Building extension)	San Juan, P.R
Director/Manager	Fuente de Agua Viva Church	High Rise Building (Structural concrete floors)	Carolina, P.R
Director/Manager	SIMON Malls	PR Prime Outlets (Structural concrete floors)	Barceloneta, P.R
Director/Manager	ICI PAINTS	New Building Structure	Carolina, P.R
Director/Manager	AVON PR	New Building (Structural concrete Floors)	Caguas, P.R
Director/Manager	Cuttler-Hammer	New Building	Mayaguez, P.R
Director/Manager	SEARLE Pharmaceutical	New Building (Structural concrete floors)	Caguas, P.R
Director/Manager	Fonalledas Development	"Torre Chardon" Office Building (Foundations & Structural concrete floors)	San Juan, PR

*Luis A. Perez Durand* APR 12

**ENG. LUIS A. PEREZ DURAND, PE - CAREER PROJECTS PORTFOLIO**

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Director/Manager	Ron BACARDI	Factory Tank Footings	Catano, P.R
Director/Manager	UpJohn Pharmaceutical	Warehouse (Structural concrete floors)	Barceloneta, PR
Director/Manager	Government of Puerto Rico	PR #52 Highway sections repairs	Rio Piedras, PR
Director/Manager	Government of Puerto Rico	PR #30 Highway sections repairs	Caguas, PR
Director/Manager	Government of Puerto Rico	Cardiovascular Building (Structural concrete floors)	San Juan, PR

**PHARMATEK CONCRETE WORKS INC.**

RESPONSABILITY	CLIENT	PROJECT	LOCATION
Project Manager	Government of Puerto Rico	Luis Munoz Marin International Airport (Structural concrete of multi-level parking structure)	Carolina, PR
Project Manager	Ocular Science Corp.	New Warehouse facility (Structural concrete floors)	Villalba, PR
Project Manager	SIMON Malls	Multi-Level Parking Building at Plaza Carolina Shopping Center (Structural Concretes)	Carolina, PR
Project Manager	Walmart Corp.	Plaza del Sol Shopping Center Store (Structural concrete Floors & Others)	Bayamon, PR
Project Manager	Walmart Corp.	Ponce Store	Ponce, PR
Project Manager	Sam's Club	Ponce Store	Ponce, PR

**CONCRETE IMPERIAL CONSTRUCTION INC.**

RESPONSABILITY	CLIENT	PROJECT	LOCATION
Director/Manager	OMEGA ENGINEERING	Symphony Hall Coliseum- (Structural Concretes)	San Juan, PR
Director/Manager	HIMA HOSPITALS	New High Rise Building (Structural Concretes)	Caguas, PR
Director/Manager	Private Developer	Estancias de Monte Rio-Housing Development-250 units	Morovis, PR
Director/Manager	Municipality of Ponce	Improvement of streets and stores in Ponce Urban Center	Ponce, PR

**WMD ENGINEERING SERVICES**

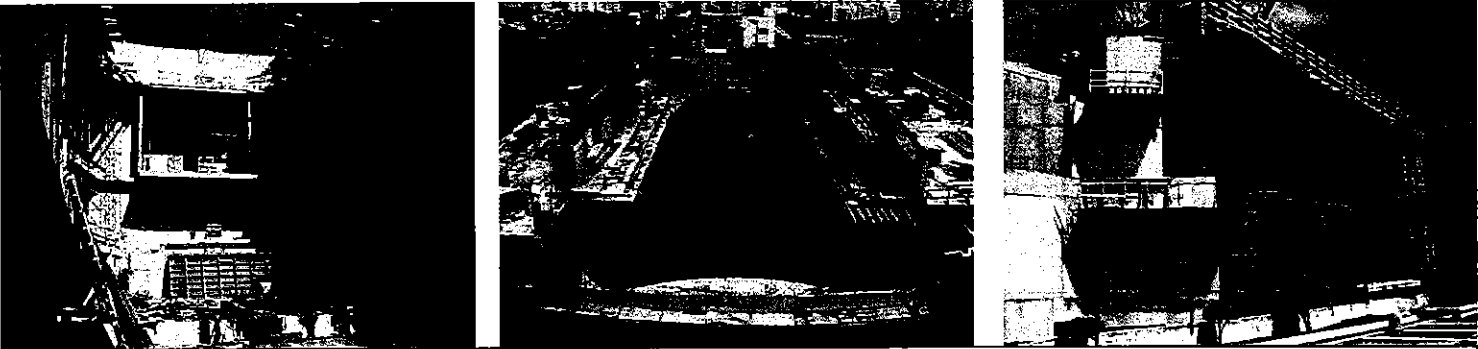
RESPONSABILITY	CLIENT	PROJECT	LOCATION
Project Inspector	Infrastructure Agency of Puerto Rico (AFI)	Bayamon Superior School (Project Designated Inspector)	Bayamon, PR

**CRCE CONSULTANT CORP.**

RESPONSABILITY	CLIENT	PROJECT	LOCATION
Project Inspector	Puerto Rico Streets and Highway Authority	"Metropistas" Project (Project Designated Inspector for all the project phases regarding de PR-22 Highway	Multiple locations in PR

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PROJECTS PHOTOS



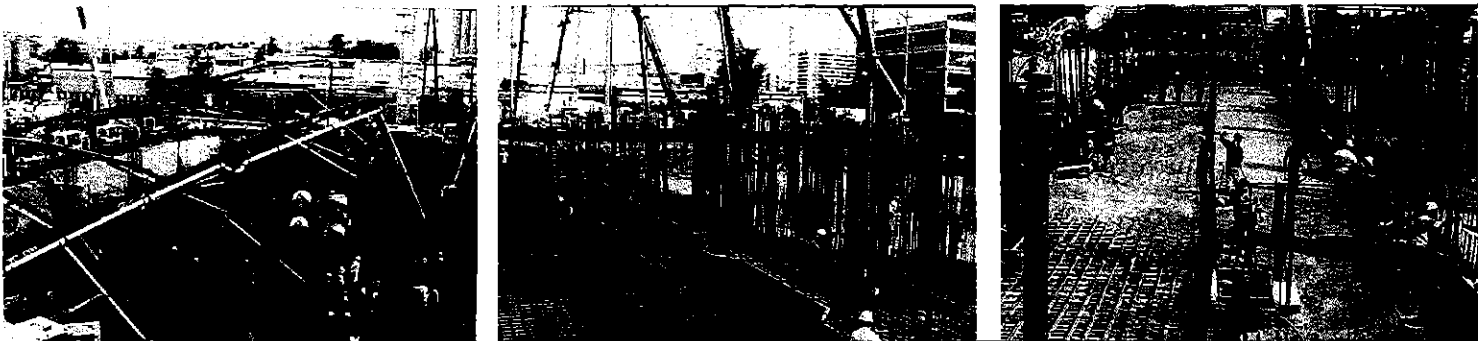
SINPHONY HALL COLISEUM - San Juan, PR



HIMA-HOSPITAL EXTENSION-Caguas, P.R



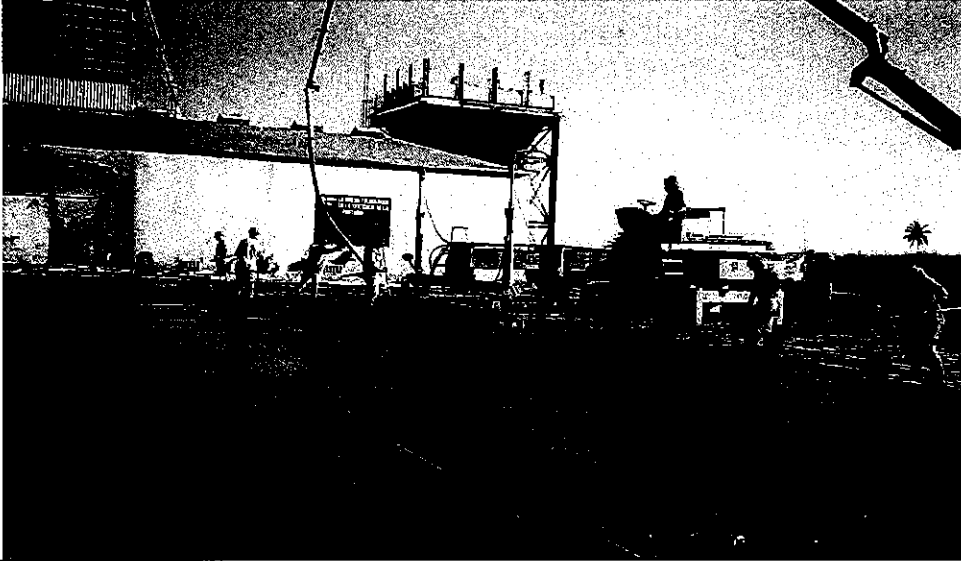
TANK BASE- Catano, P.R



"TORRE CHARDON" FOOTINGS- San Juan, P.R

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MR



SUPER FLAT FLOOR CONSTRUCTION- San Juan, P.R

OTHERS AVAILABLE UPON REQUEST

*LPE*

ARR



**Jose B. Torres Fernandez**  
**Lead Safety Manager**

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**PROFILE**

More than twelve (15) years experience in the engineering field with project management and site construction in the public, private and industrial sectors.

- Develops programs, procedures and training initiatives to provide for the protection of individuals, property, and the company's business interests.
- Directs the design and implementation of employee training programs to insure a high quality and safe workforce
- Manages the Division's industrial hygiene program in conjunction with the Company's program
- Participates in safety training and meetings in support other safety and health managers, safety representatives and operations/sales/staff personnel
- Represents Company in dealing with all Federal, State, and local government agencies responsible for enforcing safety and health laws and regulations
- Evaluates accident potential in new and existing operations and implement preventive accident measures. Also conduct relevant assessments in acquisitions and divestitures.
- Maintains an effective open line of communication with state and federal agencies, independent adjusters, lawyers, doctors, hospitals, Vulcan managers, supervisors, and employee claimants to provide for comprehensive management of regulatory issues and claims in compliance with state and federal laws and company policy

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**EDUCATION**

**B.S. in Mechanical Engineering – Turabo University**

**EXPERIENCE**

♦ **BNS Engineering, Inc.**

Project Engineer

Warner Chilcott - Fajardo

- Manage group of 5 to 30 people oversee and evaluate their work. Coordinate every Facility, Mechanical and Electrical works in the pharmaceutical/manufacturing companies. Responsible to estimate material purchase for every project including HVAC. Responsible to make Breakdown for Payment. Develop the construction schedule. Verify the work safety and health environment complied with the different government regulations.

*Jose*

*HR*



◆ **Caribbean Data Systems**

Surveillance Technician – Responsible to estimate material purchase for every project. Make installation floor planning using Microsoft Visio. Coordinate every security equipment installation. Develop schedule for different project. Make site survey to establish project development.

◆ **Cruybelt Contractor Inc.**

Project Superintendent- Manage group of 5 to 30 people. Oversee and evaluate their work. Coordinate every Civil, Mechanical and Electrical construction works. Responsible to estimate material purchase for every project including HVAC. Responsible to make Breakdown for Payment and develop the construction schedule. Verify the work safety and health environment complied with the different government regulations.

◆ **Hipodromo El Comandante**

Director of Land and Buildings – Manage group of 5 to 80 people, oversee and evaluate their work. Supervise every private contract construction and improvement. Coordinate every maintenance work for different buildings. Coordinate the repairmen and maintenance of heavy equipment, trucks, cars and electrical generator of El Comandante. Responsible of receiving material and equipment and keeping proper record. Develop constructions and improvements in El Comandante and coordinate all the different aspects to get it done including building estimates. Verify the work safety and health environment complied with the different government regulations. Supervise the waste water regulation, monitor the chemical history and proper file work to comply with JCA, EPA and all government agencies involved.

◆ **San Jose Construction SE**

Project Foreman – Manage group of 5 to 60 people, oversee and evaluate their work. Supervise final inspections and punch list. Coordinate house delivery with owners. Coordinate and organize training sessions. Supervise that project employees follows safety OSHA regulations and provide the necessary equipment for it. Responsible of receiving material and equipment and keeping proper record.

**LICENSES AND CERTIFICATES**

OSHA Standard Training for Safe Work Environment

OSHA General Industry Safety & Health

Train the Trainer Powered Industrial Trucks Operator Safety Course

Project Management Certificate

Project Estimate Certificate

Mathematics and Estimate for Construction Materials Certificate

Techniques for Project Cost Certificate

Manage of Documents for Submittal Certificate

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HR

**Vanessa Rivera Figueroa, P.E.**

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***SUMMARY OF PROFESSIONAL QUALIFICATIONS***

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Over eighteen (18) years of experience as a professional civil engineer in both private and public projects for a variety of industries including road infrastructure, commercial, hospitality, institutional, residential, sports and recreation. Responsible for construction management and inspection such as: performing site visits, monitoring project quality, project budget and project schedule. In addition, accountable for collection of geographic digital data, project estimates for clients' bids and quotations, highways and roads design, and project drawings for urban developments and road infrastructure.

Computer knowledge in specialized programs including Primavera Contract Manager, AFI-Dumas, AutoCAD, Flow Master, Microsoft Project, Eagle Point, Mr. CAD and Microsoft Office.

***PROFESSIONAL EXPERIENCE***

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**MenDeg Engineering P.S.C.** 2013 to present  
Senior Project Manager / Civil Engineer  
San Juan, PR

- Civil engineer responsible for the project management and inspection including: contractor's application for payment, proposals evaluation and negotiations and preparation of change orders. Also responsible for the civil design and construction support for all projects.
- Inspection and contract administration of Metropista's Bridge 1952 Rehabilitation Project, and inspection support of Metropista's Bridges 897, 1178 & 1180.

**Caribbean Project Management** 2011- 2012  
Project Engineer  
Guaynabo, PR

- Perform project management services for assigned projects within the North Central Region, monitoring the project execution in coordination with the inspection firms for the Design & Build Program Management for the Modernization of Schools for the 21st Century (Puerto Rico Infrastructure Financing Authority (PRIFA)).
- Perform site visits regularly and actively participate in project meetings with the objective to prevent and inform any issues affecting the development of construction works, project quality and/or project schedule.
- Responsible for the evaluation of change orders, proposals evaluation and negotiations, reviewing contractor's applications for payment and drawings revision.

MenDeg Engineering P.S.C.



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*Environmental Quality Board*  
Geographic Information System Specialist  
San Juan, PR

2010 - 2011

- Responsible for the digital data collection of the required locations in different municipalities.

*Betterroads Asphalt Corp.*  
Project Estimates and Sales Engineer  
San Juan, PR

2010 - 2010

- In charge of project cost estimates for Puerto Rico Highways and Transportation Authority bids, and clients' asphalt quotations.

*Ray Architects and Engineers, PSC*  
Civil Engineer  
San Juan, PR

2004 - 2009

- Responsible for highways and roads design including road geometry, grading, storm and sanitary sewer system, water distribution layout, maintenance of traffic (MOT), right of way, pavement marking and signage for the Puerto Rico Highways and Transportation Authority like Improvements to PR-119 Phase II at San Sebastian and Improvements to few intersections at Naranjito. In addition, design of Country Club Drive II at Palmas del Mar, Humacao; Arecibo Toll Plaza at Arecibo and Preliminary Plans for Rehabilitation of Pier 6 at San Juan
- Responsible in the Site Improvements Area for the infrastructure design, including access road, site utilities, grading & take-off in addition to project drawings.

*Basora & Rodríguez and Associates*  
Civil Engineer  
San Juan, PR

1999 - 2004

- Responsible for projects design for the Puerto Rico Highways and Transportation Authority including the HOV Lane to PR-52 Expressway (San Juan-Caguas) and Improvements to PR-187 (Loiza). Also responsible for services during construction for PR-3 Improvements and New Bridge (Guayama-Patillas), including attending to the supervision meetings.
- Responsible for the project drawings of urban development including site improvements, utilities, erosion control plan and lot subdivision plan for projects such as the above.

## **EDUCATION**

- University of Puerto Rico - Mayaguez Campus
  - Bachelor of Science in Civil Engineering: 1993-1999

## **LICENSE AND ACTIVITIES**

MenDeg Engineering P.S.C.

 J. ARA



- Registered Professional Engineer (P.E.) by the commonwealth of Puerto Rico (License 18836).
- Member of the College of Engineers and Land Surveyors of Puerto Rico (CIAPR).
- Occupational Safety and Health Administration (OSHA) 30 hours Construction Safety & Health Course

***PROJECTS PERTINENT TO THIS RFP***

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- |  |                                     |
|--|-------------------------------------|
| • Bridge 1952 Rehabilitation Project           | • Bridge 897 Rehabilitation Project |
| Owner: Metropistas / PRHTA                     | Owner: Metropistas / PRHTA          |
| Services: Inspection & Contract Administration | Services: Inspection Support        |
| • Bridge 1178 & 1180 Rehabilitation Project    | • Laboratory Road                   |
| Owner: Metropistas / PRHTA                     | Owner: PR Science Trust, PRIFA      |
| Services: Inspection Support                   | Services: Construction Inspection   |
|  | Cost: \$8,000,000                   |

MenDeg Engineering P.S.C.



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**Carlos A. Montoyo Morales**  
**Lead Warranty Manager**

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## **PROFILE**

More than 20 years experience in the construction field and project management, site construction in industrial, private and public sector. .

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## **EDUCATION**

**Bachelor Degree in Science of Civil Engineering - Polytechnic University, Puerto Rico**

## **EXPERIENCE**

- **ANG Construction Inc.**
  - Maintaining a safe, efficient and regulatory compliant working environment
  - Ensuring Contractors & staff managed efficiently
  - Management of post –installation warranty support services
  - Continuous improvement initiatives (6S)
  - C Rating Certification
  - Functional leadership of Engineering Installation team
  - Completion of aircraft modification programme, including customer acceptance, within agreed time-line

Project Supervisor -Field Supervisor, Construct different projects, Coordinator works, Drawing.

- **Atenas Electrical & Instrumentation Corp.**  
Project Engineer- Estimate, Field Supervisor, Construct different projects, Coordinator works, Drawing, Computer Specialties.
- **Technical General Contractor,S.E. – General Contractor**
- **Pfizer, Vega Baja, P.R. - Project Manager, Construction different projects.**
- **Roberto Bobonis & Associates, CM Services Inc.**  
Project Inspector
  - Hill Brothers, Rio Piedras (Site improvement) - Housing Improvement & Development Administration (ADMV). Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.

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APP

**Carlos A Montoyo Morales**  
**EXPERIENCE (continuation)**

- Elderly Housing at Barranquitas (10 apartments construction) - Housing Improvement & Development Administration (ADMV). Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Elderly Housing at Morovis (10 apartments construction) - Housing Improvement & Development Administration (ADMV). Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Proyecto Gimnasio San José Río Piedras - Public Housing Authority. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Proyecto Parque Pasivo, Río Piedras - Public Housing Authority. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Elementary School at Florida - Public Building Authority. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Proyecto Parque de Bombas - Florida - Public Building Authority. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Sanitary Sewer System for Gándara and Santa Clara Communities of Cidra - Autoridad de Acueductos y Alcantarillados. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Escuela Elemental Alturas de Flamboyán, Bayamón - Public Building Authority. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- Sanitary Sewer System for "Las Quinientas" Communities At Pitahaya Ward, Arroyo, P.R. – Compañía de Aguas de P.R. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.



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**Carlos A Montoyo Morales**  
**EXPERIENCE (continuation)**

- Sanitary Sewer System for Playa and Playita Communities, Salinas, P.R. – A.A.A. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- **Roberto Bobonis Rechani & Assoc. - Design.**
  - Elderly Housing at Isabela - Housing Improvement & Development Administration (ADMVI). Duties: Design the project site and sanitary sewer lines.
  - Elderly Housing at Camuy - Housing Improvement & Development Administration (ADMVI). Duties: Design the project site and sanitary sewer lines.
  - Restauración Condado del Mar, Condado - Private. Duties: Building improvement, Design restructuring, supervised contractor contract and work.
- **Turner Caribe - Field Engineering**  
General Contractor
  - USARC, construction six building and site. – ARMY -Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
  - Galeria, construction 22 floor - building - Private. Duties: Daily Log, Concrete record log (Monitoring all concrete in the project), Submittals record log (Check and recommend the Submittals for all material), inspection: structural, mechanic, electrical, plumbing and site, Coordinate all project.
- **United Stated Soil Conservation Services – Inspection**
  - Canalización del Río Yabucoa. Duties: Field Survey with electronic equipment (total station and level equipment)
  - Operator Certification – Aerial work Platform, Aerial boom lift, Fork Lift, loader backhoe and compacted roller
- **Certifications & Trainings**
  - Competent person in scaffolds
  - OSHA 10hrs – Construction Safety & Health
  - OSHA 10 hrs – Construction Industrial Safety & Health
  - OSHA 30 hrs – Construction Safety & Health

*CM* MR

**6.3.1 A brief description of the Proposer's overall understanding of the goals and requirements of the R3 Program.**

For us, as proposer, this comprehensive Program pursues multiple goals. One of the main goals of the R3 Program is to cause an important impact to the households in Puerto Rico due to the stimulation of the local economy and the creation of multiple job sites and employment in different disciplines. As the same time, the Program will produce great relief to all the people directly affected by the flood and high wind effects associated with recent natural disasters, hurricanes Irma and Maria. The R3 (Repair, Reconstruction or Relocation) Program will provide a well coordinate effort to design and build new single-family housing structures and relocate those people who live in homes that not comply with the governing design codes, regulations and construction and fair living standards. The R3 Program also includes the repair of single-family dwelling units that not suffered substantially damages. In order to implement the Program, a selected team of Construction Managers with vast experience in design and build projects will coordinate all necessary steps to complete the goal of the Program within short periods of time and in budget.

This program includes efforts related to design, demolition and abatement, partial repair and new construction of single-family homes. We shall follow the requirements of the Contract Documents and Federal Regulations including Notices 83 FR 5844 and 83 FR 40314. The Construction Managers awarded to work in this project shall coordinate and work together with Program Managers, Environmental Consultants and other staff as required by the PRDOH.



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

ANG Construction Inc. will provide excellent supervision, management and construction services of projects during all the phases of the R3 Program. Our team has extensive experience in public and private projects. We begin each project by acquiring a thorough understanding of our client's objectives for their proposed project. Based on these objectives, we will prepare an intelligent and cost-effective execution plan to meet the R3 Program goals and time scheduled. Our engineers will certify that all the phases of the project have been completed according to the design drawings, specifications, guidelines and contract documents.

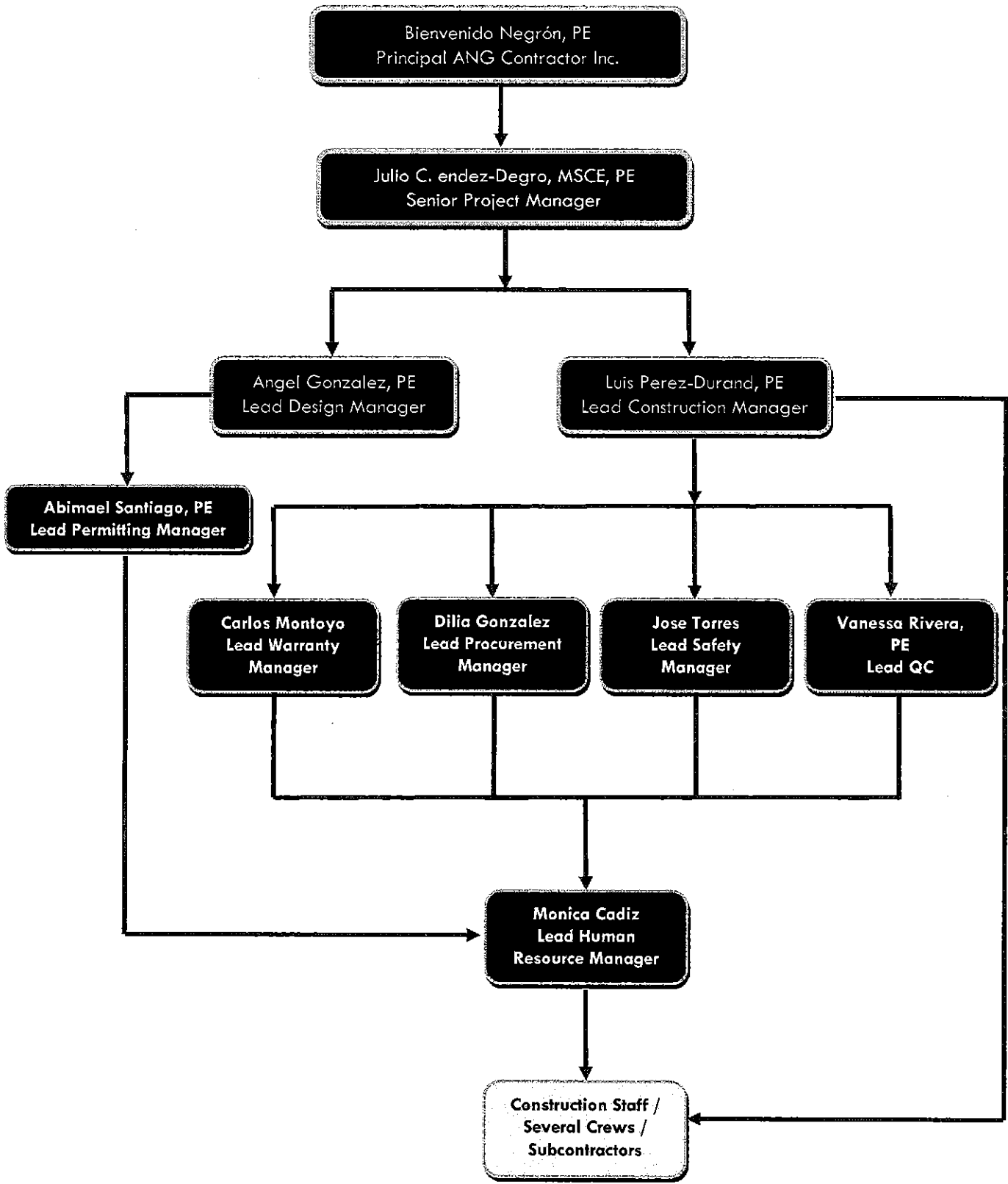
The main team proposed by ANG Construction Inc. for Level 2 Construction Managers includes:

- Senior Project Manager – head of the team
- Lead Design Manager
- Lead Permit Manager
- Lead Procurement Manager
- Lead Construction Manager
- Lead Safety Manager
- Lead Quality Control Manager
- Lead Human Resource Manager
- Lead Warranty Manager

Their duties are included in Section 3 of the Scope of Work document submitted with the RFP.

Every one of the members of the proposed team will be developing a detailed working plan regarding their disciplines in coordination with the other members of the team to ensure that all the requirements of the R3 Programs are covered. All these plans will be merged in a General Execution Plan that will be directly related with the project schedule. That effort has already begun and will be continually improved as the project progresses. Following is an organization chart of the proposed team.

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**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 of the design and construction components of the Construction Management Services.**

ANG Construction Inc. has vast experience working in construction projects in Puerto Rico. We will provide over 25 years of combined experience providing quality design and build construction services. ANG Construction Inc. is fast becoming a leader in the Puerto Rican construction industry by developing and employing an experienced workforce, an innovative approach to management and advanced control systems. We utilize state-of-the-art equipment, a strong bonding capacity and a superior safety record. Our construction processes provide well-managed projects, completed on time and within budget.

We have a very qualified professional team in house and important strategic relationship with other professionals with different expertise to expand our project capabilities including architects, civil, geotechnical, structural, mechanical and electrical design engineers. We have plenty of knowledge regarding the governing design and construction codes specially building codes and ADA design requirements. Actually, we are aware of the new changes proposed to update the governing design codes based on the experience lived during and after the pass of the hurricanes across the Island. The design shall be developed according with the goals of the R3 Program. Our experienced team utilizes our understanding of the design process, contract language, scheduling, construction techniques, costs and construction law to provide the PRDOH the best professional services.

Every one of our engineering team are licensed professional engineers that was carefully selected for this particular project to provide services based on the following criteria:

- Licensed engineers and active members of the College of Engineers and Land Surveyors of Puerto Rico (CIAPR).
- Experience with Project Management, Inspection and Design of projects. Experience in construction phase of projects is definitely required.
- Communication skills and accomplishing client objectives.
- Highest ethical standards and integrity.
- Having in depth practical design, management and contract administration of projects and field experience in the Commonwealth of Puerto Rico.
- Having knowledge of the requirements and results of the final work as expected by PRDOH.

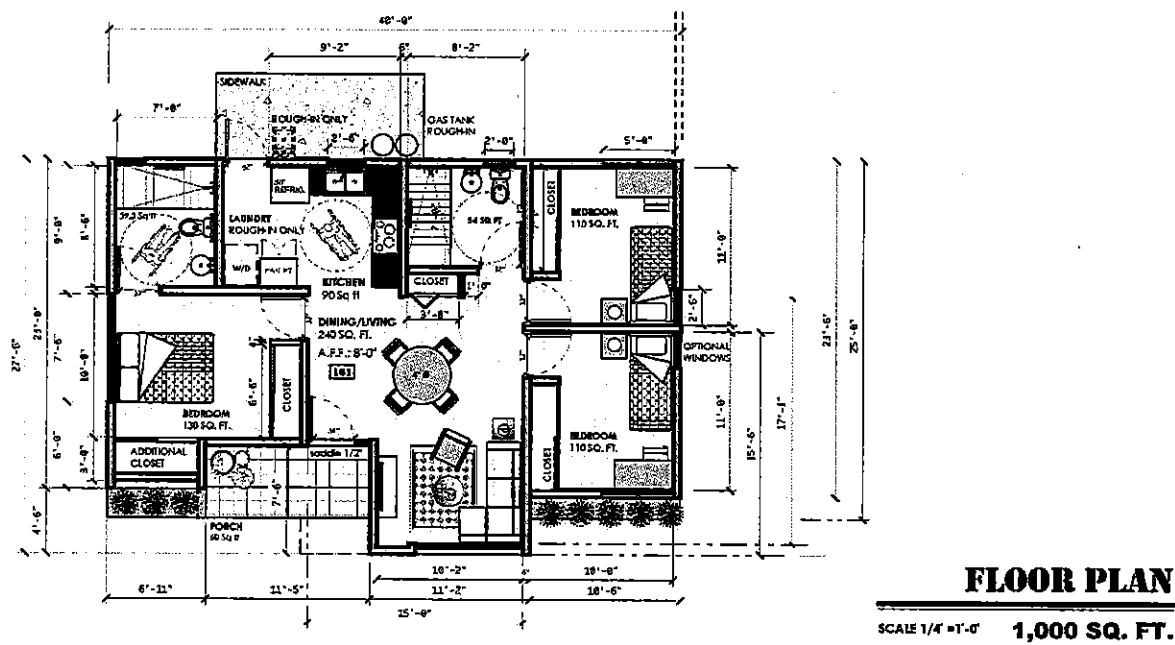
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To ensure efficient integration of the design and construction components we have prepared a strategic plan that involve design engineers and architects working hand in hand with field engineers and construction team leaders to develop affordable lateral load resisting structures in a short time frame. Our strategy started with the development of single family house models with the space characteristics required for the project (2, 3 and 4 bedrooms single-family homes) and the required corresponding construction budgets. Our conceptual design includes details developed to comply with the requested criteria of innovation, energy efficiency, appearance and compliance of the program’s requirements. Each reinforced concrete model was conceptualized following a step by step progressive method that begin with the implementation of slab on ground/mat type foundations to avoid big excavations, shear walls to avoid lot of formwork installations typical of framed structures, and short span concrete slabs. The shell of the houses will be erected using reinforced concrete and reinforced concrete masonry units to assure proper structural integrity during any high wind speed event. The same structural capacity will be implemented in the components and cladding to be selected for the houses.

Following is one of the conceptual design (plan view) proposed for this project which includes the requirements and standards for the R3 Program. The design and construction team has developed similar concepts for all models thinking in the applicant’s needs and following the governing design and construction codes and regulations. At the end of this section we include a Table with recent projects that ANG Construction Inc. has managed and constructed within the last 10 years.



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PROJECT	OWNER	GENERAL CONTRACTOR	COMPLETION DATE	% COMPLETION
Remodelación Alcaldía Cataño Pisos 2,8,9,10	Municipio de Cataño PO Box 428 Cataño, PR 00963	ANG Construction	4/2019	0%
Centro de Actividades y Servicios Múltiples para Personas de Edad Avanzada	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	12/2018	95%
Renueva Tu Escuela 2018 Municipio de Caguas	AFI PO Box 41207 San Juan, PR 00940	ANG Construction	12/2018	83%
Mejoras al Techo de la Casa Alcaldía	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	12/2018	40%
Mejoras al Estadio Municipal Evaristo Varo Roldan	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	12/2018	80%
Remodelación Centro Comunal y Centro Envejecientes Las Estrellitas	Municipio de Carolina PO Box 8 Carolina, PR 00986-0008 Victor Pellot	ANG Construction	1/2019	60%
Mejoras al Head Start El Nuevo Milenio	Municipio de San Juan PO Box 902-4100 San Juan, PR 00902-4100	ANG Construction	12/2018	80%
Mejoras a las Facilidades del Edificio Plaza Centro	Municipio de Carolina PO Box 8 Carolina, PR 00986-0008 Victor Pellot	ANG Construction	12/2018	95%
Tu Hogar Renace Programa STEP	Departamento de la Vivienda	The JV of FR/BLDM PO Box 9932 San Juan, PR 00908	11/2018	100%
Construcción de piso en concreto y pared para ubicar tanques expuestos	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	8/2018	100%
Limpieza, Remoción y Disposición en la Casa Alcaldía	Municipio de Gurabo PO Box 3020 Gurabo, PR 00778	ANG Construction	5/2018	100%
Rehabilitación del Estadio Hiram Bithorn	Municipio de San Juan PO Box 902-4100 San Juan, PR 00902-4100	ANG Construction	3/2018	100%

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Diseño y Construcción de Lotes Comerciales Res Puerta de Tierra II	SP Management Corp Urb Floral Park 419 Ponce de Leon Suite #112 San Juan, PR 00917 787-758-6415	ANG Construction	6/2018	100%
Mejoras a Muelle Villa Pesquera y Construcción de Rampa en el Sector el Puerto de Maunabo	Municipio de Maunabo PO Box 8 Maunabo, PR 00707 787-861-0825	ANG Construction	10/2018	100%
Mejoras al Centro Head Start Hoare	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	4/2017	100%
Demolición Selectiva Edificio Neomed San Lorenzo	NeoMed Center Inc PO Box 1277 Gurabo, PR 00778	ANG Construction	3/2017	100%
Reconstrucción de Aceras y Rampas a lo largo de la Ruta del Sistema de Transporte	Municipio de San Lorenzo PO Box 1289 San Lorenzo, PR 00754 787-736-3511	ANG Construction	11/2016	100%
Press Machine Electrical Installation	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	10/2016	100%
Mejoras a la Plaza de los Salseros	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	9/2016	100%
Construcción de Nuevo Cuartel de la Policía Municipal en Rio Piedras	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 787-504-2673	ANG Construction	9/2016	100%
Pad Construction for the Heidelberge XL 105 Installation	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	8/2016	100%
Mejoras Inmediatas al Paseo de Diego	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918	ANG Construction	6/2016	100%
New El Com Facilities	El Com Systems Corp Arik Vrobel 12691 Monarch Street Garden Grove, CA 92841	ANG Construction	6/2016	100%
Purified Water by pass	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	5/2016	100%

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Sistema de Protección contra Incendios	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	02/2016	100%
Construcción de Centro de Radiología y Mujer	Hospital Menonita de Caguas PO Box 6660 Caguas, PR 00726	ANG Construction	01/2016	100%
Instalación Sistema de Rociadores Automáticos Prevención de Incendios Natatorio de San Juan	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Radames Lugo 787-504-2673	ANG Construction	01/2016	100%
Mejoras al Parque Las Palomas Viejo San Juan	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	12/2015	100%
Mejoras a la Cancha Bajo Techo y Gimnasio de Tras Talleres	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	8/2015	100%
Rehabilitación y Mejoras al Parque de los Niños	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	06/2015	100%
Instalación de Maquina Etiquetadora	Rondo Pak Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	4/2015	100%
Mejoras a Escuela Luis Muñoz Rivera	Municipio de San Juan Edificio Roosevelt Plaza Ave Roosevelt 185 Esq Trinidad Hato Rey, PR 00918 Javier Vigoreaux 787-480-2250	ANG Construction	12/2014	100%
Construcción Comandancia Municipal Florida, PR	Municipio de Florida PO Box 1168 Florida, PR 00650 787-822-1808	ANG Construction	10/2014	100%
Construcción Mini Estadio Bo Santa Rita, Gurabo, PR	Municipio de Gurabo Apartado 3020 Gurabo, PR 00778	ANG Construction	5/2014	100%
Instalación de compresores	Rondo Park Carretera 1 km 25.5 Barrio Quebrada Arena Ramallo Center Lote 6 San Juan, PR 00926	ANG Construction	3/2014	100%

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Condominio Campo Real	Condominio Campo Real	ANG Construction	11/2013	100%
Site Security	Bristol Myers Squibb Highway 686 km 2.3 Manati, PR 00674	ANG Construction	10/2013	100%
Construcción Centro de Envejecientes y Biblioteca Electrónica, Urb La Cerámica	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	8/2013	100%
Adquisicion e Instalacion de Grama Natural Y Verja Perimetral para Estadio de Soccer	Municipio de Fajardo PO Box 865 Fajardo, PR 00738 Lillian Rivera 787-860-7270	ANG Construction	8/2013	100%
Mejoras al Parque de Pelota y Facilidades Recreativas Urb Vistamar	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	2/2013	100%
Juncos First Medical Center	Juncos First Medical Inc. Juncos, PR Dra Zulma Ramos 787-562-4839	ANG Construction	12/2012	100%
Photovoltaic Public Lighting At Selected Avenues	Municipio de Ponce PO Box 331709 Ponce, PR 00733 Candy Leon 787-284-4141	ANG Construction	11/2012	100%
Mejoras a Escuela Juan Jose Osuna	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%
Mejoras a Escuela Nicolás Aguayo Aldea	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%
Mejoras a Escuela Felipe Rivera Centeno	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	8/2012	100%
Mejoras a Escuela Jose de Diego	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	7/2012	100%
El Faro de los Animales	El Faro de Los animales Inc. PO Box 637 Punta Santiago, PR 00741 Rafael Orta 787-685-3139	ANG Construction	7/2012	100%

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Mejoras a Escuela Rafael N Coca	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433 Ing. Carlos Agosto 787-375-7186	ANG Construction	7/2012	100%
Mejoras Escuela Manuel Febres Gonzalez	Municipio de Carolina PO Box 8 Carolina, PR 00986 Roberto Valles 787-757-2626	ANG Construction	1/2012	100%
Puente Sobre Quebrada Mabú Humacao Electrical Works	Autoridad de Carreteras y Transportación PO Box 42007 San Juan, PR 00940-2007 Carlos Santana Tel. 787-721-8787 Fax 787-727-5456	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	2011-2012	100%
Architectural work for PMA & MP8	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	2012	100%
Mechanical Works Area A,B,C	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	12/2011	100%
Mejoras a Escuela Ramón Luis Rivera	AFI 235 Ave Arterial Hostos Suite 16014 San Juan, PR 00918-1433	ANG Construction	12/2011	100%
Construcción de Área de Juego Exterior Museo del Niño	Municipio de Carolina PO Box 8 Carolina, PR 00986	ANG Construction	11/2011	100%
Packaging Line 9010 Retrofit	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	6/2011	100%
Pro Consolidation Program	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	4/2011	100%
Heat Exchanger	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	4/2011	100%
Mejoras a la Calle Muñoz Rivera Electrical Works	Municipio Autónomo de Caguas Apartado 907 Caguas, PR 00726-0907 Antonio Cobián Tel. 787-653-8833 Fax 787-286-6471	Colón Construction PO Box 8253 Caguas, PR 00726 Hector Colon Tel. 787-747-7274 Fax 787-747-7214	4/2011	100%
Pit Construction	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	3/2011	100%

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Work Approach

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Accelacota	Blu Caribe Corporation Call Box 1380 Dorado, PR 00646 David Guzman Tel 787-796-0258	ANG Construction	3/2011	100%
Ensanche de la PR 788 Electrical Works	Autoridad de Carreteras y Transportación PO Box 42007 San Juan, PR 00940-2007 Dixon Vargas Tel. 787-721-8787 Fax 787-727-5456	Colón Construction PO Box 8253 Caguas, PR 00726 Hector Colon Tel. 787-747-7274 Fax 787-747-7214	12/2010	100%
Construcción de Aceras	Municipio de San Germán PO Box 85 Ave Universidad Int. 136 San German, PR 00683 Damian Morales Tel. 787-892-3500	ANG Construction	08/2010	100%
Aceras y Encintados	Municipio de Corozal No 9 Calle Cervantes Corozal, PR 00783 Felix Suarez Tel. 787-859-3060 Fax 787-859-9401	ANG Construction	03/2010	100%
Equipment Removal	Patheon Puerto Rico Inc. State Road 670 km 2.7 Manati, PR 00674 Jose Guzman 787-746-8500	ANG Construction	1/2010	100%
PR 204 Conector Las Piedras Electrical Works	ACT PO Box 42007 San Juan, PR 00940-2007 Angel Santiago Galarza Tel. 787-721-8787 Fax 787-727-5456	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	12/2009	100%
Biblioteca Electrónica de Vega Baja II	Municipio de Vega Baja Apartado 4555 Vega Baja, PR 00694 Tel. 787-855-2500	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	11/2009	100%
Biblioteca Electrónica de Vega Baja I Electrical Works	Municipio de Vega Baja Apartado 4555 Vega Baja, PR 00694 Tel. 787-855-2500	CD Builders, Inc. HC 02 Box 14740 Gurabo, PR 00778 Ismael Carrasquillo Tel. 787-744-4863 Fax 787-746-2143	01/2009	100%

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**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.*

The permits process in Puerto Rico to obtain certifications or authorization from the government agencies shall be performed by a person with vast experience in this critical field. Our team includes permitting officers and engineers with more than 20 years of experience dealing with local and federal agencies permit process. We understand we are the responsible to request and obtain all relevant permits and approvals for this Project.

- Demolition Permits
- Construction Permits
- Use Permit
- Lead-based and asbestos removal Permits for the proper abatement of Asbestos and Lead Containing Materials (if apply)
- Environmental Questionnaire (if apply)
- Categorical Exclusion (if apply)
- Health and Fire Department (if apply)
- Municipality requirements
- Power Electricity (AEE) & Water Company (AAA) coordination

Our vast experience working with the Pharmaceutical Industry that is a high regulated industry, has helped us to develop and include a Permit Progress Schedule exclusively to provide a continuous monitoring of each one of the permits required for the Project. For this effort we will provide a similar schedule to take control of this items from the beginning of the project.



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**6.3.5 A brief approach and plan to ensure safety during demolition, abatement, and construction works.**

ANG Construction Inc. has an outstanding record in terms of keep a Safety Environment in all our projects. We consider the safety of our employees and the people around us in the jobsites the main reason to reach our goals and complete a 100% successful project. There is no a successful end if someone suffers a disgraceful incident in our project. Based on that though, we maintain a closed relationship with the safety regulatory industry in Puerto Rico and encourage the continuous use of the OSHA Standards as guide to develop our General Safety Plan.

A demolition work plan will be developed for each site and for each structural condition, full and partial demolition. This plan will be part of the Risk Analysis to be performed for every construction activity. From heavy equipment and cranes to manual tools, each one of the mechanical equipment will be inspected and certified by competent persons prior to perform any demolition work. Our operators already received safety trainings for the proper use of the mentioned equipment. All demolition work plan which includes the order of the demolition phases will be developed between the construction team leader and one of our structural engineer to guarantee a coordinated procedure without safety incidents. The plan will be presented to all the employees assigned to perform the task.

For the lead based material and asbestos we have identified specialized and certified external brigades with vast experience in the abatement of these materials following the requirement of the local Department of Health. Working in an isolated and well ventilated area and using disposable clothes and HEPA respirators are essential to perform the abatement activities. We also follows the recommendations provided by the Enviroment Protection Agency (EPA) in the Steps for Lead Safe Manual.



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**6.3.6. A brief approach and plan to ensure quality of design, demolition, abatement and construction works.**

ANG Contractor Inc. already have a Quality Plan that will be improved and adapted to this particular project. The plan includes design verification procedures, demolition working plans, dangerous materials abatement application procedures and high quality construction works. We have integrated to the team a Quality Control Professional Engineer to assure the



expected quality in this project. Following is a brief approach to each one of the categories that requires special treatment regarding quality assurance:

**Quality of design:** All designs will be performed by Professional Engineers and Professional Architects licensed to practice their professions in the Commonwealth of Puerto Rico. The coordination of all the disciplines will be in charge of a senior design project manager with expertise in housing project development. The architectural and structural designs will be peer reviewed by other professional with the same professional standings. A code compliance and drawings detailing review will be perform. A panel of professional engineers and architects, including internal and external resources, will be evaluating the final designs for approval prior to submit the drawings for permitting and construction. The decision of the panel shall be unanimous in order to get a very good product. A set of technical specifications will be provided for the project.

The design shall comply with the governing codes, technical requirements and shall be provided on schedule. The design will consider the project budget as one of the important goals.

**Demolition:** The design of demolition work for existing dwellings will be performed when the existing structures has suffered substantial damages due to the direct effect of the hurricanes and/or as identified by the client. The demolition of the structures and its components and utilities will be perform according to a plan design exclusively for this purpose. In this phase of the project the direct intervention of a structural engineer is essential. Depending of the structure geometry and load resisting pattern system it will be necessary to analyzed the structure and provide a demolition order. The design shall include the identification of the structural members required to be demolish to follow the proposed order and avoid partial or full collapse. It is also important to include the

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design of demolition for utilities as electricity power lines and propane gas lines.

**Abatement:** The procedure of abatement of lead materials and asbestos shall be performed under the specifications and requirements of a quality control plan. The plan will be designed by experts in this matter. The plan shall comply with all the local and federal regulatory agencies including EPA, Department of Health and OSHA. The plan will include the field test to identify the dangerous materials, encasement of the working zone, proper ventilation, certificated personnel, and safety personal devices, definition of the removal procedures, final cleaning and proper disposal of the materials.

**Construction Work:** Although all categories listed herein are important in terms of quality, the construction work shall reflect how the quality of the project was managed during all stages. The construction work quality shall be implemented since the first mobilization until the delivery of the key. The people that are waiting to see their new homes or their homes completely rehabilitated deserve a quality product. We will implement our quality plan during all procedures including excavations, compaction of soils, erection of formworks, steel reinforcement installation, conduits and piping installations, concrete pouring, concrete curing, shoring and general finishes. A check list will be provided to all construction leaders and engineers in order to assure the expected quality of the project during all the construction phases.

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*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.*

In order to ensure a complete project within the established cost and on schedule we already begin to develop a detailed execution plan exclusively for this project. The execution plan will include all the task proposed, from the conceptual design to the final inspection, to complete the project on time and on budget. Following is a brief description of our execution plan listed by required items:

Design / Repairs: A library of typical structural, architectural, mechanical and electrical repair details will be available in order to implement minor modifications to meet the needs of each case. Regarding expected structural damages, we already developed roof reinforcement details for gable roof and mono slope roof structures based on the damaged observed to these typical low cost single-family homes around the island. A similar approach will be develop for all components and claddings including windows, doors and, perimeter walls. Combined reinforced concrete frames and concrete masonry unit structures are very common in Puerto Rico. Based on that, details for new masonry wall assemblies and repairs will be also included. All structures identified for repair will be included in a specific schedule. The design and permitting phase shall be completed very fast in order to identify and complete the procurement of the construction materials required to complete the repairs. The schedule will provide the start date of construction and the final date according with the R3 Program guidelines and shall include the time required to get the government permits. Forty five (45) days after completion of the design and permitting period will be included in our schedule to complete the repairs.

ANG Construction Inc. will performed a detailed cost estimate for each of the repairs, replacement and/or rehabilitation of all structural and non-structural components identified as damaged during the previous assessment. The cost estimate will include material and labor costs. Cost will be taken from the Building Construction Cost Data Manual, from unit prices available from local and federal agencies and from unit cost from our records. An example of a brief cost estimate table is included.

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Description of Work	Unit	Labor - Material			Total
		Quantity	Unit Cost		
1 Pool Plaster	SQF	2,227	\$ 5.00	\$	11,135.00
2 Pool Lighting Fixtures	EA	1	\$ 862.00	\$	862.00
3 Water Refill	GAL	39,186	\$ 0.04	\$	1,567.44
4 Pool Chemicals	LS	1	\$ 500.00	\$	500.00
5 Aluminum Windows	SQF	13	\$ 17.00	\$	216.75
6 Aluminum/ Glass Door 2-Leaf	SQF	32	\$ 27.00	\$	850.30
7 Exterior Lighting Fixture	EA	2	\$ 97.00	\$	194.00
8 Gauge 9 Fence Chain Link SCH. 40	L.F.	750	\$ 23.50	\$	17,625.00
9 Gauge 9 Chain Link Gate 3.5' wide	EA	1	\$ 490.00	\$	490.00
10 Double Swing Chain Link Gate 10' wide	EA	1	\$ 1,528.00	\$	1,528.00
11 Helical Razor Ribbon (18" dia, 18" sp.)	L.F.	750	\$ 1.70	\$	1,275.00
12 Removal of Existing Chain Link Fence	L.F.	750	\$ 2.00	\$	1,500.00
13 Spanish Clay Tiles - Hip/Ridge Cover	EA	125	\$ 10.00	\$	1,250.00
14 Spanish Clay Tiles - Typical Tile	SQF	3,460	\$ 5.00	\$	17,300.00
15 Spanish Clay Tiles - Typical Tile	EA	41	\$ 10.00	\$	410.00
16 Spanish Clay Tiles Removal and Disposal	SQF	3,308	\$ 2.00	\$	6,616.00
17 Swing Gate Operators	EA	1	\$ 3,250.00	\$	3,250.00
18 Arm Barrier Post	EA	1	\$ 2,400.00	\$	2,400.00
19 12" Led Arm	EA	1	\$ 370.00	\$	370.00
20 Swing Gate Operator Concrete Pad	EA	1	\$ 100.00	\$	100.00
21 Class 18-33 Concrete Pole	EA	2	\$ 1,400.00	\$	2,800.00
22 Alignment of Existing Concrete Pole	EA	6	\$ 390.00	\$	2,340.00
23 250W Metal Halide Die Cast Fixture and Photocells	EA	15	\$ 390.00	\$	5,850.00
24 1500 W Metal Halide Sport Light	EA	2	\$ 780.00	\$	1,560.00
25 Miscellaneous Wiring & Conduits	LS	1	\$ 1,000.00	\$	1,000.00
26 15FT Round Tapered Fiberglass Light Pole	EA	2	\$ 825.00	\$	1,650.00
27 14" Polyethylene Sphere Lamp	EA	4	\$ 100.00	\$	400.00
28 High Pressure Sodium Luminary 240 V And Ballast	EA	4	\$ 100.00	\$	400.00
29 Miscellaneous Wiring	EA	1	\$ 500.00	\$	500.00
30 Grundfos CR15-4 7.5HP, 3-phase	EA	1	\$ 5,250.00	\$	5,250.00
31 Control Panel, 3-Phase, 7.5 (Yaskawa)	EA	1	\$ 4,100.00	\$	4,100.00
32 Installation with miscellaneous wiring & conduits	LS	1	\$ 3,000.00	\$	3,000.00
33 Electrical Closter Door (2 leaf) - Hollow Metal	EA	9	\$ 1,700.00	\$	15,300.00
34 Exterior Paint	SQF	126,519	\$ 0.75	\$	94,889.03
35 Perimeter Fence (Wood) Adjustment	LF	52.33	\$ 10.00	\$	523.30
36 Concrete Plaster (Wall & Ceiling)	SQF	114	\$ 5.00	\$	570.00
37 Electrical Closter Door (2 leaf) - Aluminum	EA	4	\$ 1,000.00	\$	4,000.00
38 Perimeter Fence (PVC)	LF	280	\$ 35.00	\$	9,797.20
39 Power Meter Cover	EA	1	\$ 100.00	\$	100.00
40 Building Flood Light	EA	13	\$ 160.00	\$	2,080.00
41 Reinforce Concrete Low Wall	EA	1	\$ 500.00	\$	500.00
42 Perimeter Fence (Wood)	LF	52	\$ 30.00	\$	1,560.00
42 Wall Structural Partial Demolition & Re-construction	LS	1	\$ 1,250.00	\$	1,250.00
				\$	228,858.22

Typical Cost Estimate Table

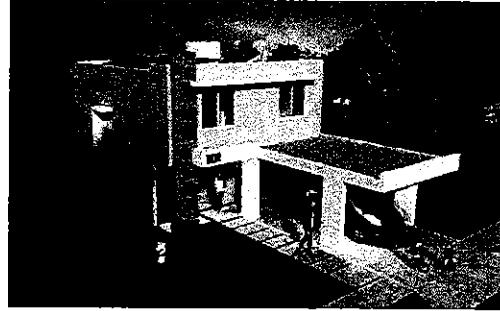
Table 3: Maximum Construction / Hard Costs Per Unit Budgets for Model Homes	
Unit Size	Max. Construction / Hard Costs Budget <sup>(1)</sup> <sup>(2)</sup>
2-Bedroom	\$108,000.00
3-Bedroom	\$120,000.00
4-Bedroom	\$132,000.00
<b>Note:</b> (1) This is the maximum construction budget that must be considered by Proposers in the preparation of their Proposals. This budget shall include: (a) construction hard costs, (b) insurance costs, (c) taxes costs, (d) overhead, and (e) profit as requested in Section 7.2. (2) Design and Permitting costs as well as the cost to modify the home for ADA compliance do not count towards the maximum construction budget.	

Copy of the Maximum Construction Cost per Model as Included in the RFP

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Design / New Homes: A conceptual architectural design for new single-family homes is already prepared following the criteria specified on the RFP documents and following the R3 Program guidelines. The primary material for the design of the



new homes will be reinforced concrete. The cost for the new house models are already defined and were based on the quantity of rooms included in each model. The construction approach will be cast in place using a modular type formwork system in order to accelerate the construction process and ensure the adequate connection between structural members. The architectural sustainable design includes a strategic location for the shear walls in order to use the modular formwork. The high resilience housing models were carefully developed to provide the homeowners a safe place to live, designed and built following the latest codes requirements and with the certainty that their new homes will be able to resist hurricane force winds. A Universal Design methodology will be implemented for this effort.



Every new home construction will be included in the project schedule taking into account all details including permits, final design and modifications for specific sites, concrete compressive strength requirements, etc. Design and

Permits shall be completed within thirty (30) days. Replacement home construction works will be completed within one hundred twenty (120) days after completed the design and permitting period.

Design / Demolition: A demolition plan will be a subdivision of our execution plan when applies. All structures identified for demolition will be evaluated by a structural engineer with experience in similar projects. The permits associated with this task are very important and shall be obtained very fast in order to proceed with the field works. Cost associated with this item are related to the size and complexity of the demolition work.

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**Permits:** Obtaining of all permits and endorsements are the responsibility of the Proposers. Our team of engineers have vast experience in this subject. We already discuss the list of permits included in the section 12.3.1 of the Scope of Work and we are ready to deal with every one of them as required. Permits will be included in the Project Schedule as included in Section 4 of the SOW document.

**Demolition/ Abatement:**

The demolition process of partial or whole structures will be included in the execution plan and into the general schedule. This process will include the lead and asbestos material abatement if required. This procedure shall be performed by qualified persons and the duration of these activities shall be well estimated in order to avoid delays in the next construction phases.

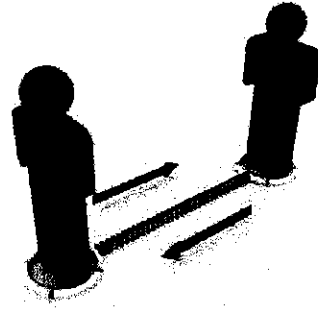
**Construction Works:** The construction works and all related items will be performed following our quality and execution plan in order to comply with the budget and schedule assigned to each case. A day by day cost monitoring approach will be implemented. Supervision of every project is the key to avoid delays and construction mistakes that cause increase in cost. Supervisors are going to be assigned to visit each construction site at a daily basis.

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

Each construction or repair project will be performed following the recommendations of the damage assessment report and with the homeowner's authorization. A smooth and quick final turn over is expected between the homeowner and our Lead Warranty Manager. The document control process proposed for this project will allow us to keep in an "easy to find" record all the items related to possible complaints or warranty issues.



The project close-out phase will include the generation of a final punch list, the final inspection, and required certifications at all coordination required with the CM, Program's representatives and homeowners. Before the final acceptance of the project all items pointed on the Punch List Document must be completed. A final project report will be provided identifying recommendations and lessons learned regarding cost savings on future projects, change order analysis and project challenges. Once the final report is completed and the Notice of Completion is filed, the final file will be documented.

During this phase the role of ANG Construction Inc. is to participate with the following:

- Evaluate if the project results cover the Scope of Work and met the applicant expectations
- Coordinate and performs, in company of the Management Team, a visit to the house to prepare the Punch list
- Contractor must obtain all necessary endorsement and approvals of project results
- Verify that completion of all required deliverables, including all warranties, training or instructions to enable the applicant to use the new facilities.
- Coordinated that all financial processes, including the final documentation, and reports are completed
- Verify that the homeowner has accepted and signed off the project

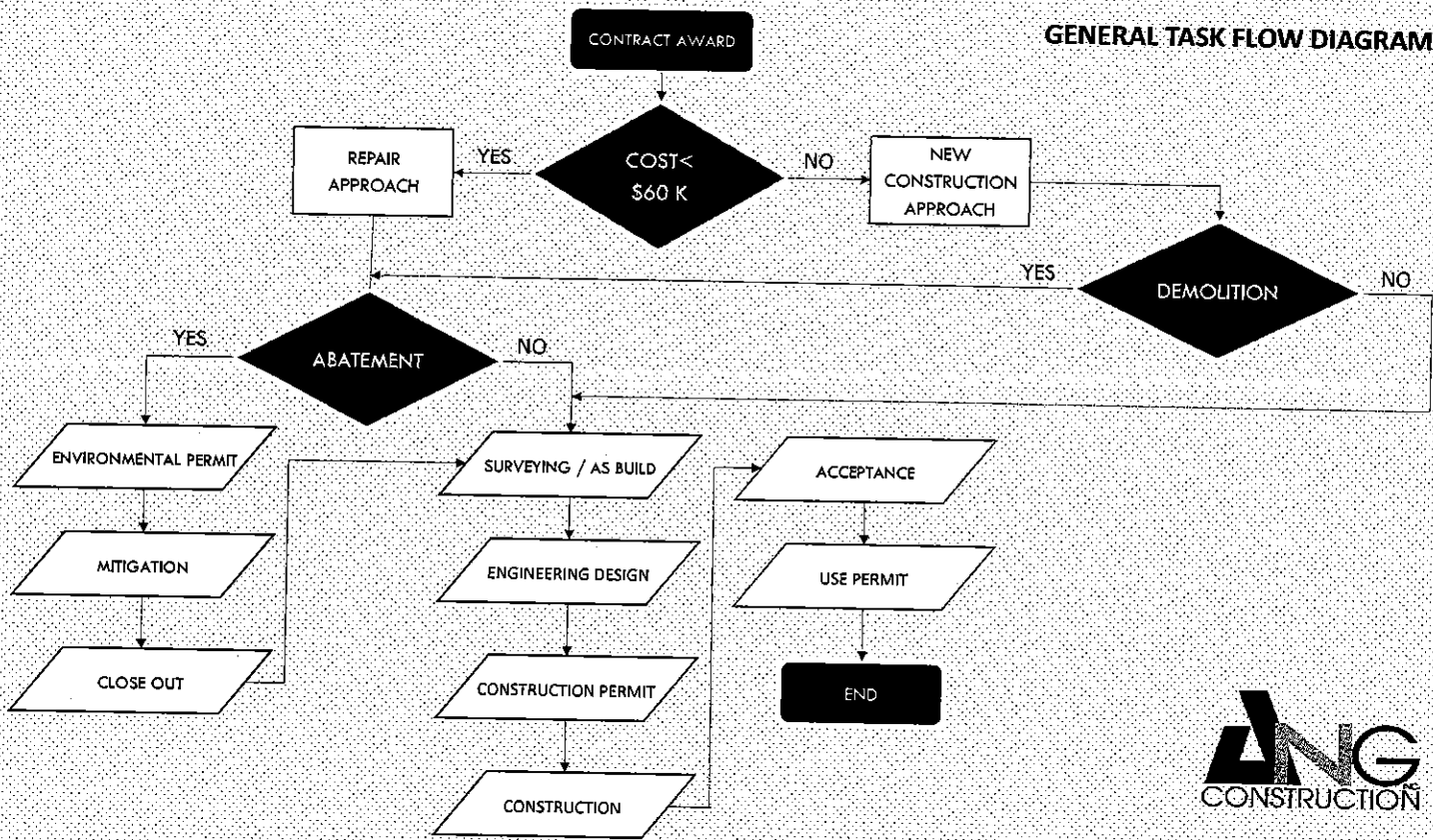
All complaints and/or warranty issues will be numbered and documented. Each one of them will be solved in order of priority. The priorities will be defined by the warranty manager together with the homeowner. Documentation of the complaints and warranty will include date of issued, date of completion, a gallery of photos (before and after), cost estimate and final cost. Complaints and warranties shall be accepted in writing by the homeowners.

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GENERAL TASK FLOW DIAGRAM

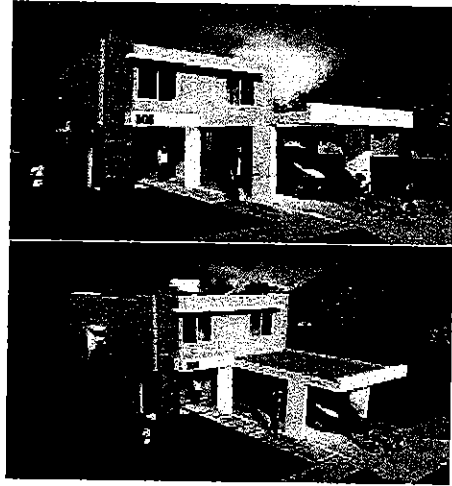


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#### 4.1.1.3 Narrative

ANG Construction Inc. and our design team have developed six model homes according with the expectations of the R3 program. Each one of them has been carefully studied in order to obtain an affordable construction cost and considering the close time frame available to deliver the units. In separate sections the reader can find drawings and renderings to get a better visualization of our concept. In this section we discuss the requirements of the RFP Section 4.1.1.3 regarding the proposed design for two model home types, single-story and two-story 3-bedroom models. Our resilience models propose reinforced concrete home units that use typical structural connections to assure adequate lateral behavior during high wind speed events and to prevent infiltration of water. The concrete wall and slab form system strategy developed for this project will accelerate the construction time together with the coordination effort proposed by our key staff.



##### I. Codes and Versions

All design work performed to complete the models complies with the current and governing Puerto Rico and Federal design codes and standards. For this effort the following codes and or standards applies:

- P.R. Building Code 2018
- 2018 International Building Code (IBC)
- 2018 International Fire Code (IFC) / Puerto Rico Firefighters Code
- 2018 International Plumbing Code (IPC)
- 2018 International Mechanical Code (IMC)
- 2018 International Energy Conservation Code (IECC)
- International Existing Building Code
- 2010 ADA Standards for Accessible design / American with Disabilities Act
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI Standards Latest Version
- Universal Design Guidelines and Green Standards
- HUD CPD Green Building Retrofit
- Housing Quality Standard
- Planning and Capacity Building/HCDA
- Energy Development Goals/HCDA
- NEPA 101 Life Safety Code

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II. Spaces Provided and Layout Functionality

Our model homes (Model A & Model B) are economical due to its squared foot design and basic construction, yet remain stylish with architectural accents that emphasize a modern design. Following the Universal Design Concept, both models have a no step-entry with a 38" wide door and a covered porch. It receives the user at an open floor plan layout, to move freely from one space to another for easy maneuverability, creating a small but comfortable gathering room. These home designs are intended for everyone: families with older people and those with or without disabilities.

Fully compliant ADA general considerations are included. Common features include wide 42" hallways, minimum door clear passage of 32", and bathrooms with low or no-threshold showers. Kitchen and bathroom cabinetry have recommended countertop heights of 34" and clear space under cabinets for wheelchair users. A removable cabinet under the kitchen's sink is incorporated for open knee space under cabinets. Lever style and faucet handles are ADA accessible.

Model A (Single-Story 3-Bedrooms) Description

Model A has an open space as a living/dining room to receive the user with no halls. All spaces have natural light and ventilation. It has a split bedroom design, placing the master suite on one side of the central dining/living space with a private full bath that is ADA compliant, and two closets. Two more bedrooms on the opposite side share a full bath, also ADA compliant, and a storage closet that opens to the living/dining room.

An open barrier free kitchen layout is open to the dining/living room area, with a secondary exit to the backyard. Laundry facilities as rough-in only are included inside the kitchen. Gas installation rough-ins can be found outside the house. All rooms have a 60" radius of free space to move freely and meet the required footage suggested in the scope of work.

An open single carport provides protection and leads you to a level with no steps to the main entry.

Model A complies or exceed the requirements of minimum spaces as stipulated in the RFP (12.2.6).

Model A:	<i>Single-Story 3-Bedrooms Model</i>	
Floor area:	1,000	Sq.Ft.
Master Bedroom:	130	Sq.Ft.
Bedrooms:	110	Sq.Ft.
Kitchen:	90	Sq.Ft.
Living/Dining:	240	Sq.Ft.

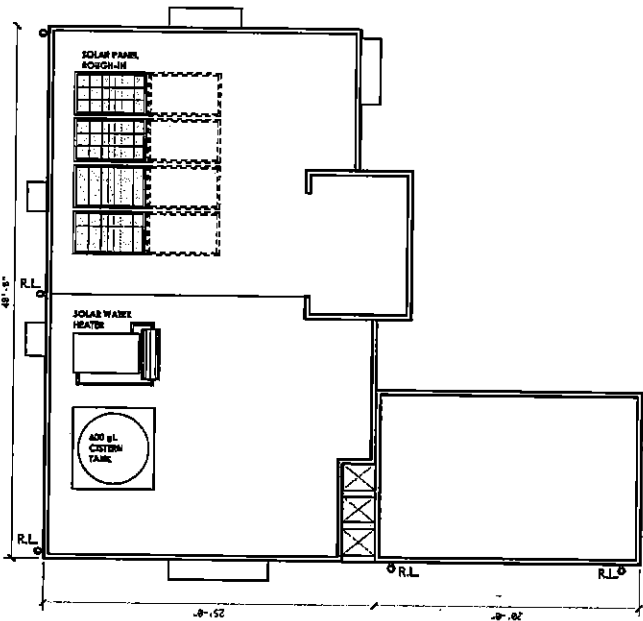
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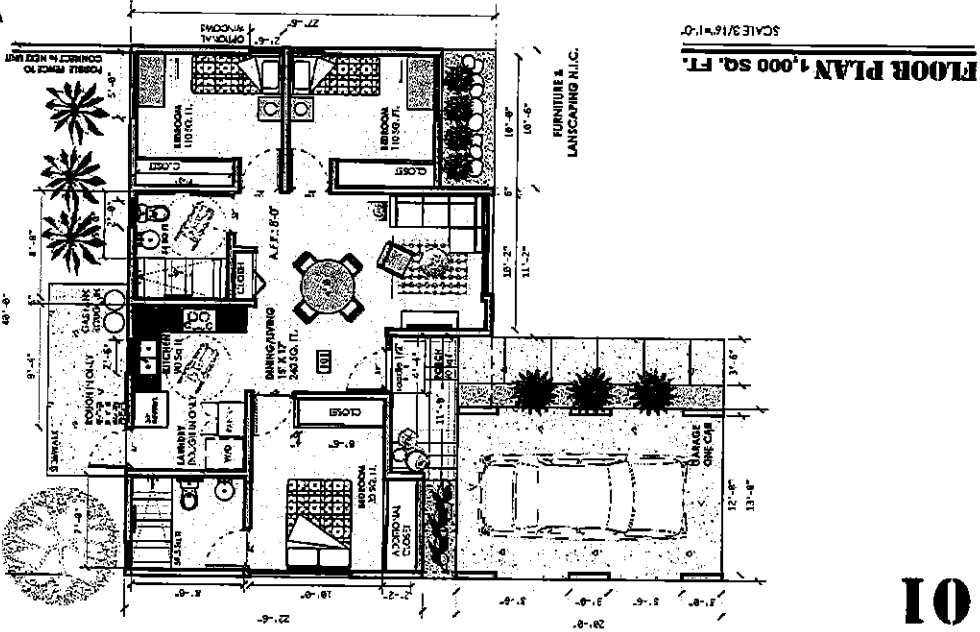
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MODEL A 1,000 SQ. FT.



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MODEL A 1,000 SQ. FT.



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Model B (Two-Story 3-Bedrooms) Description

Model B has a small footprint perfect for smaller lots. It includes an open single carport in front of the house that provides protection and leads you to a level with no steps to the main entry. This model can be easily modified to a side carport garage layout, depending on the lot.

All spaces have natural light and ventilation. An open space as a living/dining room receives the user followed by an open kitchen area and a secondary exit to the laundry area and backyard. A full bathroom, ADA compliant, is included in the first level. An open stairway leads to the second level. It provides a continuous guardrail in order to provide flexibility to install a chair lift if it will be necessary in the future.

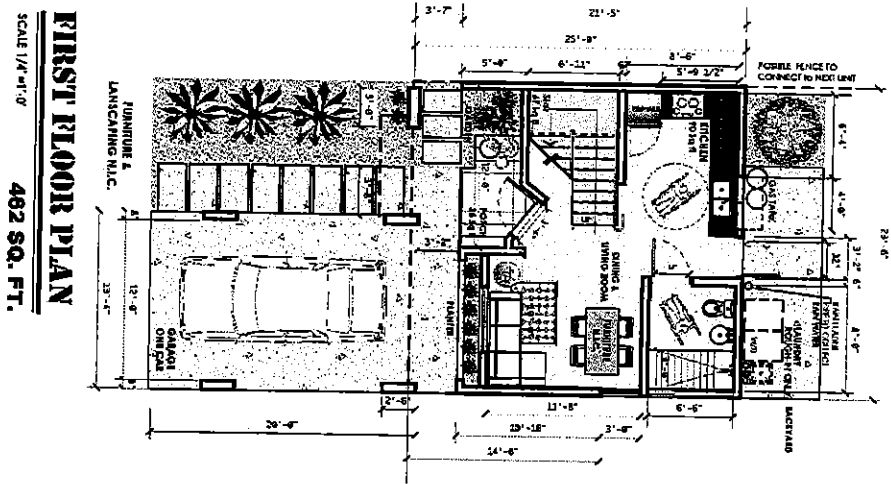
The second level includes a master room and two bedrooms that share a full ADA compliant bathroom. This home provides all the minimum spaces required for a standard family, within a neighborhood in need of a higher population density.

Model B complies or exceed the requirements of minimum spaces as stipulated in the RFP (12.2.6).

Model b:	<i>Two-Story 3-Bedrooms Model</i>	
First Floor:	462	Sq.Ft.
Second Floor:	538	Sq.Ft.
Master Bedroom:	130	Sq.Ft.
Bedroom 1:	110	Sq.Ft.
Bedroom 2:	100	Sq.Ft.
Kitchen:	90	Sq.Ft.
Living/Dining:	240	Sq.Ft.

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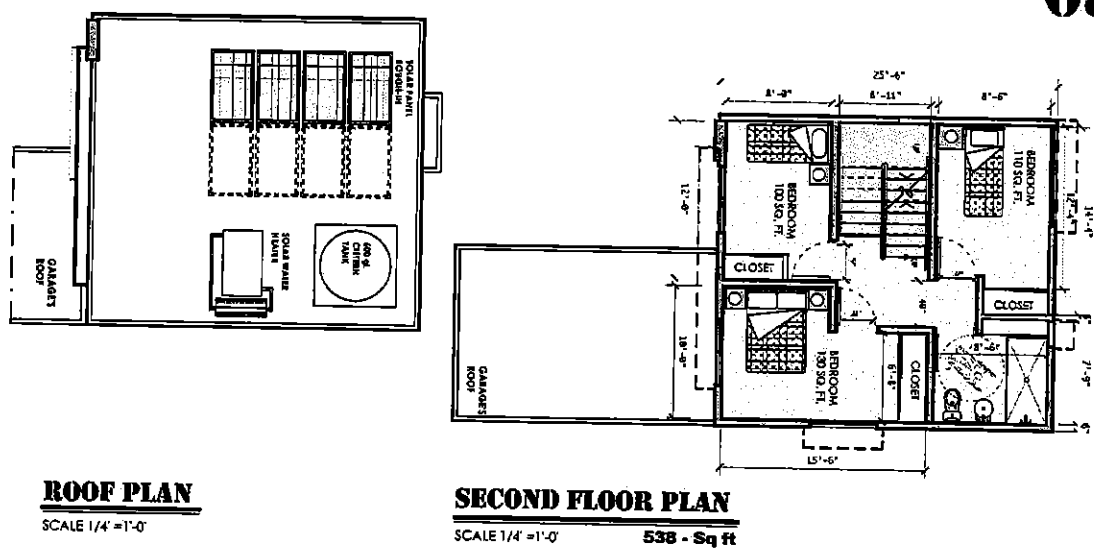
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**MODEL B 1,000 SQ.FT.**



08



**ROOF PLAN**  
SCALE 1/4" = 1'-0"  
**SECOND FLOOR PLAN**  
SCALE 1/4" = 1'-0"  
**538 - Sq ft**

**MODEL B 1,000 SQ.FT.**



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### III. Proposed Construction Materials

Our models contemplate the use of high quality materials with emphasis in the structural components required to assure an adequate structural behavior during and after lateral load events like hurricanes and earthquakes. We are proposing disaster resilient structures erected from reinforced concrete shear walls as principal lateral load resisting system. Concrete roof slabs were considered to complying with the revised version of the design codes that will increase the wind speed load including uplift forces.

Finishing high quality materials will be proposed for all the units including aluminum doors and windows, floor tiles, cabinets, lighting fixtures, kitchen and bath fixtures. All of them, including paints, will be specified according with the requirement of the R3 Program's Price List and following the By American Act.

### IV. Construction Method

As discussed before our proposal includes new reinforced concrete resilient safe homes. In order to build the units in a reasonably time frame we developed and we are still working with our concept to strategically locate the shear walls on certain places in order to accelerate the erection of the formwork. Use of accelerate compressive strength concrete is under evaluation and can be a cost-time consideration for this program.

*From site intervention to foundation:*

Once the designation of the site is completed our surveyor and geotechnical team will visit the field in order to get the necessary data to set the house location and set the soil recommendations. We are proposing shallow mat type concrete foundation as first option. This type of foundation is typically used in mass unit urbanization projects to accelerate the construction of reinforced concrete structures. In this option the slab on grade (finish floor) is part of the foundation system. Second option will be using shallow spread footings. Utilities shall be defined at this time including the sanitary system.

*Walls (Shear Walls and Partitions)*

The shell or perimeter walls will be constructed using reinforced concrete. Concrete masonry units will be use as main partitions. Our concept will include common bay distances between walls in order to reuse the formwork panels.

*Roof Concrete Slabs*

Reinforced concrete elevated roof labs will be constructed using modular formwork systems in order to use the minimal quantity of supports possible and provide a safe but comfortable working space between the supports in order to accelerate other construction activities.



V. Energy efficiency and water conservation considerations

Both considerations have been used in this proposal. Lighting fixture as well as electrical appliances were considered energy efficient. Solar water heater with required storage capacity was considered for all models. Flat roof and corresponding rough-ins will be available for the installation of renewable energy systems like solar panel technology. New equipment expected weight and load will be considered in the roof design. Although the house will be ready for an electric stove we will encourage in our design the use of a gas stove. There will be a designated area to install the gas tanks.

We propose the use of roof waterproofing systems that comply with the energy conservation standards. Natural light were considered in the design in order to contribute to the energy conservation during day light hours.

All plumbing fixtures will comply with water conservation principles including all toilet units. A 600 gallon PVC cistern will be included for all models.

VI. Sustainable Design

In order to reduce consumption of non-renewable resources and optimize the site potential in every case, we are proposing small but efficient home models to extend their use for many years. Design efforts regarding energy consumption and water protection were contemplated in our models. Our recommendations are based on the budget submitted by the Program for each structure. However, regardless of the budget we include considerations that are available to improve the sustainability at low cost. Led lighting fixtures, gas appliance considerations, solar powered equipment, roofing systems, plumbing fixtures, non-hazardous and environmentally friendly construction materials, water cistern, enhance of indoor environment are some of the considerations included in our concept.

VII. Expected Time for Construction

As part of this effort we developed a preliminary schedule for the construction of the model. To take into consideration a conservative approach, we planned to complete Model A or B in approximately 90 days. The duration will start the first day of rough construction just after receiving the approval of the construction permits. We are pretty sure that we can improve the construction time depending on the repetition of models and location of sites.

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## VIII. Strategies to meet designated budgets

Although we have tried hard to meet all required budgets, the cost increasing of construction materials in the island as well as the recent increase of manpower cost have contributed to slightly exceed the designated budgets. However, we are still working to identify strategies to minimize the impact of the local construction industry increments and get closer to the designated budgets.



We are more than available to discuss our models and construction strategies with the Puerto Rico Housing Department in order to adjust design concepts and review the most restrictive requirements of the RFP.

## IX. Green Standard

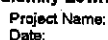
Our model promotes Green Building features considering energy efficiency, water conservation and indoor environment. We highly recommend the reader to see and study our model's drawings and written documents to evaluate our concept.

All reconstruction or New Construction proposed will follow the standards of LEED HOMES. However, the official certification LEED certification is not a requirement for this RFP.

Following is a list of some of the green considerations.

- a. Energy Star Appliances: Installation or recommendations of Energy Star labeled products.
- b. Water Conservative Fixtures: Toilets, Kitchen Faucets, Bathroom Faucets, with low gpfs.
- c. Roofing Systems: Use of radiant barrier and cool roofing materials.
- d. Solar Water Heater
- e. Interior/Exterior Lighting: Energy Star Qualified, LEDs and adequate efficacy lumens
- f. Low VOC Paints and Printers
- g. Mold Prevention Materials
- h. Mitigation of hazardous materials

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Y ? N		Check	Integrative Process	2
<b>0 0 0 Location and Transportation</b> <span style="float:right">15</span>				
		Passes	Floodplain Avoidance	Required
<b>PERFORMANCE PATH</b>				
		Check	LEED for Neighborhood Development Location	15
<b>PREScriptive PATH</b>				
		Check	Site Selection	5
		Check	Compact Development	3
		Check	Community Resources	2
		Check	Access to Transit	2
<b>0 0 0 Sustainable Sites</b> <span style="float:right">12</span>				
		Passes	Construction Activity Pollution Prevention	Required
		Passes	No Invasive Plants	Required
		Check	Heat Island Reduction	2
		Check	Runwater Management	3
		Check	Non-Toxic Pest Control	2
<b>0 0 0 Water Efficiency</b> <span style="float:right">12</span>				
		Passes	Water Metering	Required
<b>PERFORMANCE PATH</b>				
		Check	Total Water Use	12
<b>PREScriptive PATH</b>				
		Check	Indoor Water Use	6
		Check	Outdoor Water Use	4
<b>0 0 0 Energy and Atmosphere</b> <span style="float:right">36</span>				
		Passes	Minimum Energy Performance	Required
		Passes	Energy Metering	Required
		Passes	Education of the Homeowner, Tenant or Building Manager	Required
<b>PERFORMANCE PATH</b>				
		Check	Annual Energy Use	29
<b>BOTH PATHS</b>				
		Check	Efficient Hot Water Distribution System	5
		Check	Advanced Utility Tracking	2
		Check	Active Solar Ready Design	1
		Check	HVAC Start-Up Credentialing	1
<b>PREScriptive PATH</b>				
		Passes	Home Size	Required
		Check	Building Orientation for Passive Solar	3
		Check	Air Infiltration	2
		Check	Envelope Insulation	2
		Check	Windows	3
		Check	Space Heating & Cooling Equipment	4
<b>EA PRESCRIPTIVE PATH (continued)</b>				
		Check	Heating & Cooling Distribution Systems	3
		Check	Efficient Domestic Hot Water Equipment	3
		Check	Lighting	2
		Check	High Efficiency Appliances	2
		Check	Renewable Energy	4
<b>0 0 0 Materials and Resources</b> <span style="float:right">14</span>				
		Passes	Certified Tropical Wood	Required
		Passes	Durability Management	Required
		Check	Durability Management Verification	1
		Check	Environmentally Preferable Products	3
		Check	Construction Waste Management	3
		Check	Material Efficient Framing	2
<b>0 0 0 Indoor Environmental Quality</b> <span style="float:right">14</span>				
		Passes	Ventilation	Required
		Passes	Combustion Venting	Required
		Passes	Gaseous Pollutant Protection	Required
		Passes	Radon-Resistant Construction	Required
		Passes	Air Filtering	Required
		Passes	Environmental Tobacco Smoke	Required
		Passes	Compartmentalization	Required
		Check	Enhanced Ventilation	3
		Check	Contaminant Control	2
		Check	Balancing of Heating and Cooling Distribution Systems	3
		Check	Enhanced Compartmentalization	1
		Check	Enhanced Combustion Venting	2
		Check	Enhanced Gaseous Pollutant Protection	2
		Check	Low Emitting Products	3
<b>0 0 0 Innovation and Leadership</b> <span style="float:right">3</span>				
		Passes	Preliminary Rating	Required
		Check	Innovation	5
		Check	LEED AP Homes	1
<b>0 0 0 Regional Priority</b> <span style="float:right">4</span>				
		Check	Regional Priority: Specific Credit	1
		Check	Regional Priority: Specific Credit	1
		Check	Regional Priority: Specific Credit	1
		Check	Regional Priority: Specific Credit	1
<b>0 0 0 TOTALS</b> <span style="float:right">110</span>				
<p>Credited: 40 to 49 points. Silver: 50 to 59 points. Gold: 60 to 79 points. Platinum: 80 to 110</p>				

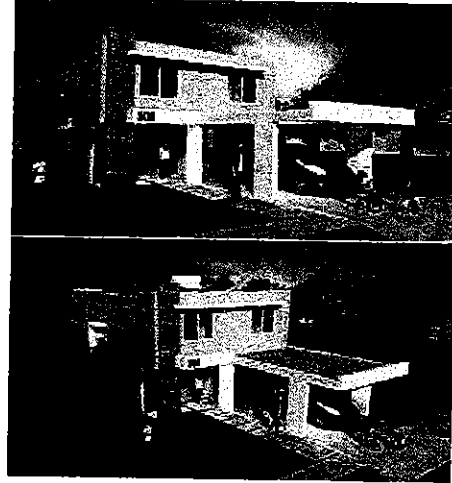
Figure A. Guideline checklist of recommendations as per LEED Home

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#### 4.1.1.3 Narrative

ANG Construction Inc. and our design team have developed six model homes according with the expectations of the R3 program. Each one of them has been carefully studied in order to obtain an affordable construction cost and considering the close time frame available to deliver the units. In separate sections the reader can find drawings and renderings to get a better visualization of our concept. In this section we discuss the requirements of the RFP Section 4.1.1.3 regarding the proposed design for two model home types, single-story and two-story 3-bedroom models. Our resilience models propose reinforced concrete home units that use typical structural connections to assure adequate lateral behavior during high wind speed events and to prevent infiltration of water. The concrete wall and slab form system strategy developed for this project will accelerate the construction time together with the coordination effort proposed by our key staff.



##### I. Codes and Versions

All design work performed to complete the models complies with the current and governing Puerto Rico and Federal design codes and standards. For this effort the following codes and or standards applies:

- P.R. Building Code 2018
- 2018 International Building Code (IBC)
- 2018 International Fire Code (IFC) / Puerto Rico Firefighters Code
- 2018 International Plumbing Code (IPC)
- 2018 International Mechanical Code (IMC)
- 2018 International Energy Conservation Code (IECC)
- International Existing Building Code
- 2010 ADA Standards for Accessible design / American with Disabilities Act
- ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI Standards Latest Version
- Universal Design Guidelines and Green Standards
- HUD CPD Green Building Retrofit
- Housing Quality Standard
- Planning and Capacity Building/HCDA
- Energy Development Goals/HCDA
- NEPA 101 Life Safety Code

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II. Spaces Provided and Layout Functionality

Our model homes (Model A & Model B) are economical due to its squared foot design and basic construction, yet remain stylish with architectural accents that emphasize a modern design. Following the Universal Design Concept, both models have a no step-entry with a 38” wide door and a covered porch. It receives the user at an open floor plan layout, to move freely from one space to another for easy maneuverability, creating a small but comfortable gathering room. These home designs are intended for everyone: families with older people and those with or without disabilities.

Fully compliant ADA general considerations are included. Common features include wide 42” hallways, minimum door clear passage of 32”, and bathrooms with low or no-threshold showers. Kitchen and bathroom cabinetry have recommended countertop heights of 34” and clear space under cabinets for wheelchair users. A removable cabinet under the kitchen’s sink is incorporated for open knee space under cabinets. Lever style and faucet handles are ADA accessible.

Model A (Single-Story 3-Bedrooms) Description

Model A has an open space as a living/dining room to receive the user with no halls. All spaces have natural light and ventilation. It has a split bedroom design, placing the master suite on one side of the central dining/living space with a private full bath that is ADA compliant, and two closets. Two more bedrooms on the opposite side share a full bath, also ADA compliant, and a storage closet that opens to the living/dining room.

An open barrier free kitchen layout is open to the dining/living room area, with a secondary exit to the backyard. Laundry facilities as rough-in only are included inside the kitchen. Gas installation rough-ins can be found outside the house. All rooms have a 60” radius of free space to move freely and meet the required footage suggested in the scope of work.

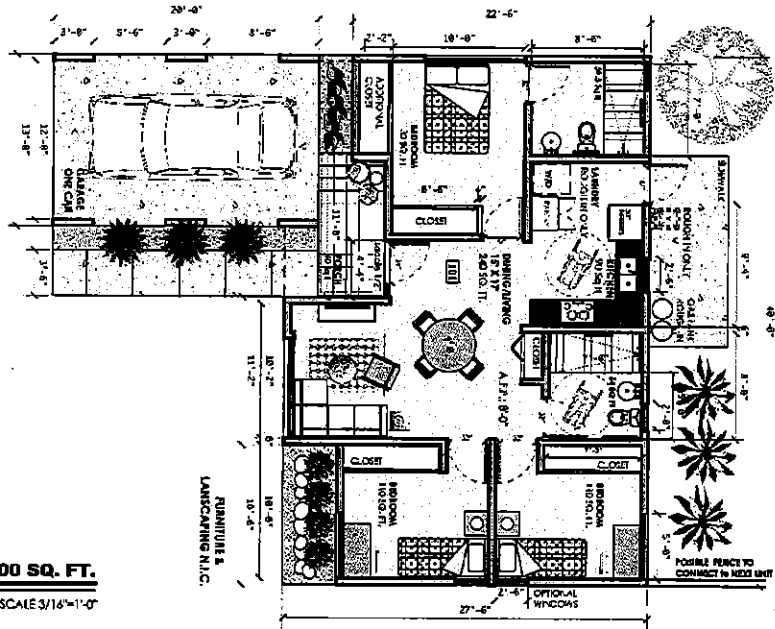
An open single carport provides protection and leads you to a level with no steps to the main entry.

Model A complies or exceed the requirements of minimum spaces as stipulated in the RFP (12.2.6).

Model A:	<i>Single-Story 3-Bedrooms Model</i>	
Floor area:	1,000	Sq.Ft.
Master Bedroom:	130	Sq.Ft.
Bedrooms:	110	Sq.Ft.
Kitchen:	90	Sq.Ft.
Living/Dining:	240	Sq.Ft.

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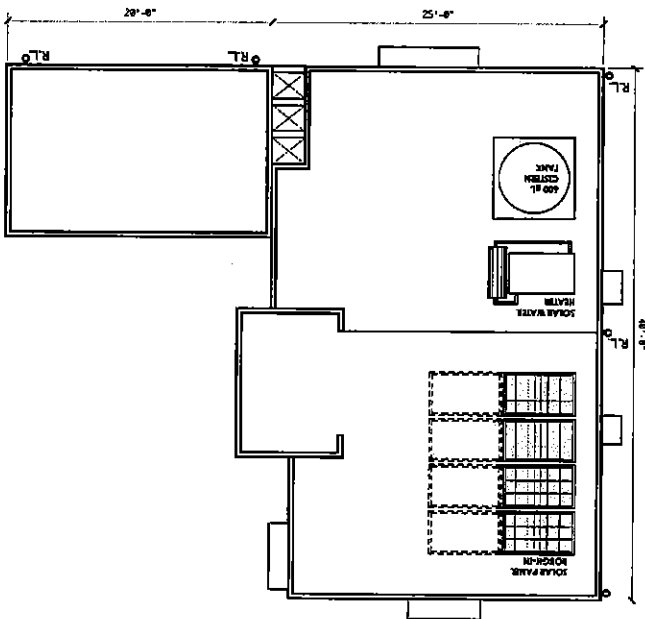


**FLOOR PLAN 1,000 SQ. FT.**  
SCALE 3/16"=1'-0"

**MODEL A 1,000 SQ.FT.**



04



**ROOF PLAN 1,000 SQ. FT.**  
SCALE 3/16"=1'-0"

**MODEL A 1,000 SQ.FT.**



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Model B (Two-Story 3-Bedrooms) Description

Model B has a small footprint perfect for smaller lots. It includes an open single carport in front of the house that provides protection and leads you to a level with no steps to the main entry. This model can be easily modified to a side carport garage layout, depending on the lot.

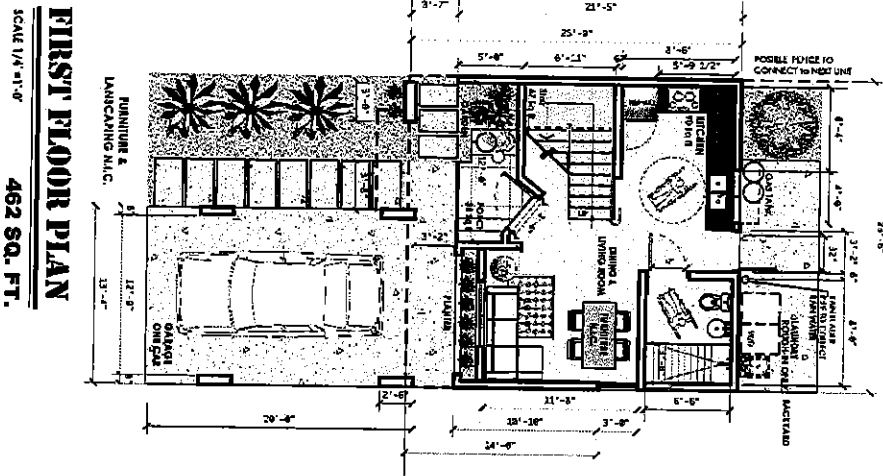
All spaces have natural light and ventilation. An open space as a living/dining room receives the user followed by an open kitchen area and a secondary exit to the laundry area and backyard. A full bathroom, ADA compliant, is included in the first level. An open stairway leads to the second level. It provides a continuous guardrail in order to provide flexibility to install a chair lift if it will be necessary in the future.

The second level includes a master room and two bedrooms that share a full ADA compliant bathroom. This home provides all the minimum spaces required for a standard family, within a neighborhood in need of a higher population density.

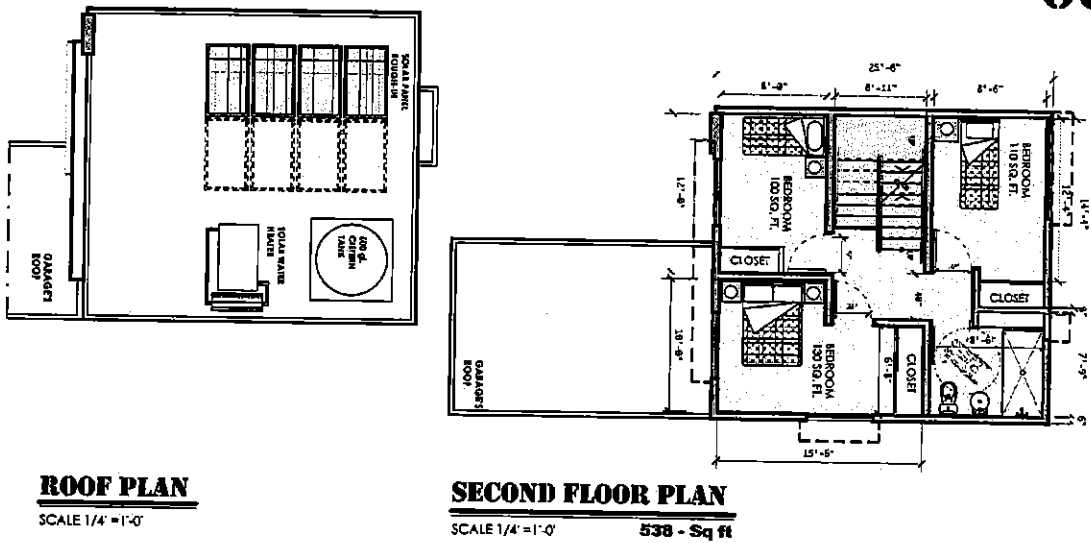
Model B complies or exceed the requirements of minimum spaces as stipulated in the RFP (12.2.6).

Model b:	<i>Two-Story 3-Bedrooms Model</i>	
First Floor:	462	Sq.Ft.
Second Floor:	538	Sq.Ft.
Master Bedroom:	130	Sq.Ft.
Bedroom 1:	110	Sq.Ft.
Bedroom 2:	100	Sq.Ft.
Kitchen:	90	Sq.Ft.
Living/Dining:	240	Sq.Ft.

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**MODEL B 1,000 SQ.FT.**



**MODEL B 1,000 SQ.FT.**



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### III. Proposed Construction Materials

Our models contemplate the use of high quality materials with emphasis in the structural components required to assure an adequate structural behavior during and after lateral load events like hurricanes and earthquakes. We are proposing disaster resilient structures erected from reinforced concrete shear walls as principal lateral load resisting system. Concrete roof slabs were considered to complying with the revised version of the design codes that will increase the wind speed load including uplift forces.

Finishing high quality materials will be proposed for all the units including aluminum doors and windows, floor tiles, cabinets, lighting fixtures, kitchen and bath fixtures. All of them, including paints, will be specified according with the requirement of the R3 Program's Price List and following the By American Act.

### IV. Construction Method

As discussed before our proposal includes new reinforced concrete resilient safe homes. In order to build the units in a reasonably time frame we developed and we are still working with our concept to strategically locate the shear walls on certain places in order to accelerate the erection of the formwork. Use of accelerate compressive strength concrete is under evaluation and can be a cost-time consideration for this program.

*From site intervention to foundation:*

Once the designation of the site is completed our surveyor and geotechnical team will visit the field in order to get the necessary data to set the house location and set the soil recommendations. We are proposing shallow mat type concrete foundation as first option. This type of foundation is typically used in mass unit urbanization projects to accelerate the construction of reinforced concrete structures. In this option the slab on grade (finish floor) is part of the foundation system. Second option will be using shallow spread footings. Utilities shall be defined at this time including the sanitary system.

*Walls (Shear Walls and Partitions)*

The shell or perimeter walls will be constructed using reinforced concrete. Concrete masonry units will be use as main partitions. Our concept will include common bay distances between walls in order to reuse the formwork panels.

*Roof Concrete Slabs*

Reinforced concrete elevated roof labs will be constructed using modular formwork systems in order to use the minimal quantity of supports possible and provide a safe but comfortable working space between the supports in order to accelerate other construction activities.

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V. Energy efficiency and water conservation considerations

Both considerations have been used in this proposal. Lighting fixture as well as electrical appliances were considered energy efficient. Solar water heater with required storage capacity was considered for all models. Flat roof and corresponding rough-ins will be available for the installation of renewable energy systems like solar panel technology. New equipment expected weight and load will be considered in the roof design. Although the house will be ready for an electric stove we will encourage in our design the use of a gas stove. There will be a designated area to install the gas tanks.

We propose the use of roof waterproofing systems that comply with the energy conservation standards. Natural light were considered in the design in order to contribute to the energy conservation during day light hours.

All plumbing fixtures will comply with water conservation principles including all toilet units. A 600 gallon PVC cistern will be included for all models.

VI. Sustainable Design

In order to reduce consumption of non-renewable resources and optimize the site potential in every case, we are proposing small but efficient home models to extend their use for many years. Design efforts regarding energy consumption and water protection were contemplated in our models. Our recommendations are based on the budget submitted by the Program for each structure. However, regardless of the budget we include considerations that are available to improve the sustainability at low cost. Led lighting fixtures, gas appliance considerations, solar powered equipment, roofing systems, plumbing fixtures, non-hazardous and environmentally friendly construction materials, water cistern, enhance of indoor environment are some of the considerations included in our concept.

VII. Expected Time for Construction

As part of this effort we developed a preliminary schedule for the construction of the model. To take into consideration a conservative approach, we planned to complete Model A or B in approximately 90 days. The duration will start the first day of rough construction just after receiving the approval of the construction permits. We are pretty sure that we can improve the construction time depending on the repetition of models and location of sites.

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### VIII. Strategies to meet designated budgets

Although we have tried hard to meet all required budgets, the cost increasing of construction materials in the island as well as the recent increase of manpower cost have contributed to slightly exceed the designated budgets. However, we are still working to identify strategies to minimize the impact of the local construction industry increments and get closer to the designated budgets.



We are more than available to discuss our models and construction strategies with the Puerto Rico Housing Department in order to adjust design concepts and review the most restrictive requirements of the RFP.

### IX. Green Standard

Our model promotes Green Building features considering energy efficiency, water conservation and indoor environment. We highly recommend the reader to see and study our model's drawings and written documents to evaluate our concept.

All reconstruction or New Construction proposed will follow the standards of LEED HOMES. However, the official certification LEED certification is not a requirement for this RFP.

Following is a list of some of the green considerations.

- a. Energy Start Appliances: Installation or recommendations of Energy Start labeled products.
- b. Water Conservative Fixtures: Toilets, Kitchen Faucets, Bathroom Faucets, with low gpfs.
- c. Roofing Systems: Use of radiant barrier and cool roofing materials.
- d. Solar Water Heater
- e. Interior/Exterior Lighting: Energy Start Qualified, LEDs and adequate efficacy lumens
- f. Low VOC Paints and Printers
- g. Mold Prevention Materials
- h. Mitigation of hazardous materials

A handwritten signature in dark ink, appearing to be 'A. E.' or similar, located in the lower right area of the page.

Handwritten initials 'ADR' in dark ink, located to the right of the signature.



LEED v4 for Building Design and Construction: Homes and Multifamily Lowrise

Project Checklist

Project Name:  
Date:

Y ? N

☒ Integrative Process

2

0 0 0 Location and Transportation

Prereq Floodplain Avoidance Required

PERFORMANCE PATH

Credit LEED for Neighborhood Development Location 15

PRESCRIPTIVE PATH

Credit Site Selection 8

Credit Compact Development 3

Credit Community Resources 2

Credit Access to Transit 2

0 0 0 Sustainable Sites

Prereq Construction Activity Pollution Prevention Required

Prereq No Invasive Plants Required

Credit Heat Island Reduction 2

Credit Rainwater Management 3

Credit Non-Toxic Pest Control 2

0 0 0 Water Efficiency

Prereq Water Metering Required

PERFORMANCE PATH

Credit Total Water Use 12

PRESCRIPTIVE PATH

Credit Indoor Water Use 8

Credit Outdoor Water Use 4

0 0 0 Energy and Atmosphere

Prereq Minimum Energy Performance Required

Prereq Energy Metering Required

Prereq Education of the Homeowner, Tenant or Building Manager Required

PERFORMANCE PATH

Credit Annual Energy Use 29

BOTH PATHS

Credit Efficient Hot Water Distribution System 5

Credit Advanced Utility Tracking 2

Credit Active Solar Ready Design 1

Credit HVAC Start-Up Credentialing 1

PRESCRIPTIVE PATH

Prereq Home Size Required

Credit Building Orientation for Passive Solar 3

Credit Air Infiltration 2

Credit Envelope Insulation 2

Credit Windows 3

Credit Space Heating & Cooling Equipment 4

EA PRESCRIPTIVE PATH (continued)

Credit Heating & Cooling Distribution Systems 3

Credit Efficient Domestic Hot Water Equipment 3

Credit Lighting 2

Credit High Efficiency Appliances 2

Credit Renewable Energy 4

0 0 0 Materials and Resources

Prereq Certified Tropical Wood Required

Prereq Durability Management Required

Credit Durability Management Verification 1

Credit Environmentally Preferable Products 4

Credit Construction Waste Management 3

Credit Material Efficient Framing 2

0 0 0 Indoor Environmental Quality

Prereq Ventilation Required

Prereq Combustion Venting Required

Prereq Gas/Pollutant Protection Required

Prereq Radon-Resistant Construction Required

Prereq Air Filtration Required

Prereq Environmental Tobacco Smoke Required

Prereq Compartmentalization Required

Credit Enhanced Ventilation 3

Credit Contaminant Control 2

Credit Balancing of Heating and Cooling Distribution Systems 3

Credit Enhanced Compartmentalization 1

Credit Enhanced Combustion Venting 2

Credit Enhanced Gas/Pollutant Protection 2

Credit Low Emitting Products 3

0 0 0 Innovation

Prereq Preliminary Rating Required

Credit Innovation 5

Credit LEED AP Homes 1

0 0 0 Regional Priority

Credit Regional Priority: Specific Credit 1

Credit Regional Priority: Specific Credit 1

Credit Regional Priority: Specific Credit 1

Credit Regional Priority: Specific Credit 1

0 0 0 TOTALS

Possible Points 110

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Figure A. Guideline checklist of recommendations as per LEED Home

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Narrative

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ANG Construction, Inc. is committed to comply with the requirement of **Section 3** of the Housing and Urban Development Act of 1968 as amended. In order to meet this requirement the following policy will be implemented for the Home Repairs, Reconstruction or Relocation Program Construction Managers, Community Development Block Grant - Disaster Recovery CDBG-DR-RFP-2018-09.



- 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. ANG agrees to send to each labor organization or representative or 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. ANG 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. ANG 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. ANG Will complete THE REQUIRED Section 3 report form 60002 and submit it to the City/County with the final construction pay estimate for the project.

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**GOVERNMENT OF PUERTO RICO**  
**Department of Housing**

**ATTACHMENT 2**  
**SCOPE OF WORK**

**Request for Proposals**

**Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**  
**Community Development Block Grant – Disaster Recovery**

**Puerto Rico Department of Housing**

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

**(Revised for Negotiations on August 8, 2019)**

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

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

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

### 1.1. CDBG-DR Housing Programs

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

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

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

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

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

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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 or 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.

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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.

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## **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.

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### **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:

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- 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.

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### **3. Staff and Subcontractors**

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

### 3.1. Staff Requirement

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

### 3.2. Staff Experience and Qualifications

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

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

#### 3.2.1. Senior Project Manager

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

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

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

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

### **3.2.2. Lead Design Manager**

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

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

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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;

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- 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 an 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.

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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:

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- 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;

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

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

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

### **3.2.7. Lead Quality Control Manager**

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

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

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- 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.

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### 3.2.8. Lead Human Resource Manager

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

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

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- 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;

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- 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.

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### **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**

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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

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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

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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 OGPé ("Oficina de Gerencia y Permisos" for its Spanish Acronym).

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#### 4.1.3.6. Schedule of Deliverables

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

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

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

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

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

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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.

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**6. Compliance of Work with Federal Laws**

**6.1. [Reserved]**

**6.2. Fair Labor Act**

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

**6.3. Davis-Bacon Act**

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All work performed for the R3 Program by the Construction Managers, as well as any of their subcontractors, as part of the Contract must comply with the requirements of the Davis-Bacon Act, if applicable<sup>1</sup>.

## 7. Environmental Review

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

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

### 7.1. Lead Hazard Assessments

Federally funded programs, such as CDBG-DR, will assist housing built before 1978, therefore steps must be taken to address lead hazards. A lead-based paint hazard is any condition that causes exposure to lead from dust-related hazards, soil-lead hazards, or lead-based paint that is deteriorated, or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. The R3 Program will comply with provisions found at 24 CFR 35 for lead reduction. The Lead Hazard Assessments of the properties in the R3 Program will be prepared by the PRDOH's Environmental Consultants and prospectively provided to the Construction Managers upon assignments.

Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards (40 CFR 745.227(d)(11)). Lead hazard assessments for the R3 Program will describe the options for controlling lead hazards, if hazards are found, including interim controls and abatement measures. If any abatement measures are needed, Construction Managers will be responsible for implementing such measures and obtaining environmental clearance in accordance with any federal, state, and local requirements for such works.

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

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## **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

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- Any other pertinent information to the Damage Assessment Report.

## 9. Program's Unit Pricelist

The R3 Program requires standardization of unit costs. This:

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

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

Xactaware issues updates to its pricing lists constantly, sometimes even once (1) a month. Therefore, Xactaware's Pricing Lists ensures that the cost for work performed under the R3 Program maintains itself within reasonable cost levels for the duration of the Program. Initially, the R3 Program will make use of the Xactaware Pricing List **PRSJ8X\_JUN19** for Puerto Rico and for the month of June 2019 with a Contractor Profile. Xactaware's Pricing List to be used by the Program will be updated on a yearly basis at the beginning of each State Fiscal Year to the most recently up to date list published by Xactaware. This allows for pricing within the Program to become fixed for one-year terms to facilitate Program Administration and allows for adjustments to the pricing due to conditions outside of the PRDOH's and the Construction Managers' control. The frequency for updates to the Program Price List herein stated may be adjusted by the PRDOH if such a change is beneficial to R3 Program's implementation.

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

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

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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%).

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**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;

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- Insurance and bonds evidence, including renewals;
- Approved change orders or contract modifications;
- Certification of compliance with update of record drawing;
- Certification of compliance with updated of record specification;
- Certifications required by federal, state or local governments; and
- Any other documents that supports the service provided and billed.

PRDOH reserves the right to review the correctness of invoices and perform the audits as it deems fit. The Proposer must take into account that one or more of the documents presented in the payment request will required formal signatures, notarization or official certifications from one or more entities within the Construction Managers organization.

The Selected Proposers shall submit monthly invoices (every month) for services performed. Invoices must be detailed, specified, and itemized accompanied by a description of the services provided as previously approved by the PRDOH.

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

- **Repair Works:** Only a single pay point will be allowed for repair works under the R3 Program. Invoices for repair works will be submitted by the Selected Proposers with their monthly invoice once all repair work is completed and accepted by the Program. No partial payments for repair works will be allowed.
- **Construction of Replacement Homes:** Four (4) pay points have been currently identified for construction or replacement homes. These pay points are **(1)** upon completion of the replacement home foundation (includes the demolition of the substantially damaged homes for reconstruction awards) (up to 25% of the total Task Order amount less 10% retainage), **(2)** upon completion of the replacement home structure (up to 60% of the total Task Order amount less 10% retainage), **(3)** upon completion of the replacement home finishes (up to 100% of the total Task Order amount less 10% retainage), and **(4)** upon final acceptance of the work (includes the demolition of the substantially damaged homes for relocation awards) (100% of the total Task Order amount).

The PRDOH reserves the right to include additional pay points for work performed by Construction Managers if it is deemed to be in the best interest of the Program.

The Selected Proposers will deliver the original invoice to PRDOH's designated representatives. The PRDOH's designated representatives for the R3 Program will be the Program Managers. Invoices must be properly completed and certified by the Selected Proposers. Upon receipt of a proper invoice recommended for payment by the R3 Program Manager, the designated office within PRDOH will process it for certification, in accordance with the Accounting Act Law, following the standards and regulations established by enforcement agencies of the Government of Puerto Rico.

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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*;

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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.

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#### 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

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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 Managers will channel any communication requests through the PRDOH and its representatives. The Proposers are not authorized to share any of the internal documents, data, confidential materials or sensitive information related to the R3 Program, unless an express and written authorization are provided by PRDOH.

#### 12.1.8. R3 Program Coordination

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

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

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- **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.

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#### 12.2.1. Objectives

- Sustainable design;
- High resilience housing;
- Universal design methodology;
- Safer conditions for the homeowners;
- Healthier residents and communities;
- ADA compliant home, if applicable; and
- Water conservation and energy efficient.

#### 12.2.2. General Design Requirements:

- All submitted written texts, including but not limited to all communications (electronic or otherwise), questions, design descriptions, texts in drawings, and specifications must be in English;
- Meetings may be carried out in Spanish or English;
- For design purposes, Proposers may follow the requirements for zoning district classification that applies of the "Reglamento conjunto para la evaluación y expedición de permisos relacionados al desarrollo, y uso de terrenos y operación de negocios, as adopted on June 7, 2019, and as it may be updated from time to time by the Puerto Rico Planning Board";
- Assume that the lots in which the Model Home (standard) prototypes will be sited are flat and that the ground has adequate bearing capacity for the proposed structure;
- All rooms of the house must have access to natural light and ventilation. Bathrooms may be the only exception to this requirement, although it is desirable to comply with it wherever possible;
- Bathrooms shall have showers (no bathtubs);
- All doors must have a minimum 32-in clear door opening width.
- Kitchens must be open to the dining/living area;
- Rough-in for photovoltaic cell panels and electricity generator installation must be provided;
- Rough-in for potable water cistem 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.

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All design and construction work under the contract must also comply with the Minimum Architectural and Design Standards set forth in **Attachment 8** to the RFP.

#### 12.2.3. Specific Requirements:

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

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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 where 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)
<b>Total Min. Area</b>	<b>800.00 sq. ft.</b>	<b>1,000.00 sq. ft.</b>	<b>1,200.00 sq. ft.</b>

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

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#### **12.2.7. Single-Story Detached houses**

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

#### **12.2.8. Party-Wall houses**

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

### **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;

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

#### **12.4. Task 04: Lead & Asbestos Abatement**

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

##### **12.4.1. Objectives**

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

##### **12.4.2. General Requirements**

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

##### **12.4.3. Specific Requirements (if required)**

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

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- 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.

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#### **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;

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- 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.

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### 12.6.3. Notice of Completion

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

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

#### **12.7. Task 07: Single-Family Reconstruction or New Construction**

Homes with an estimated cost of repair greater than \$60,000 or 50% of the current value of the home, will be candidates for reconstruction in-place or new construction on another lot. The estimated costs of repair will be determined by the Program's damage assessment. The repair's scope of work for each home will be provided to the R3 Construction Manager by the PRDOH or its representatives.

##### **12.7.1. General Requirements**

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

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

#### 12.7.2. Specific Requirements

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

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

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- 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;

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- 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.

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**12.9. Task 10: Warranty Period**

All work performed by the Selected Proposers will be guaranteed as follows:

- Roof waterproofing works will be guaranteed for a minimum of ten (10) years;
- Solar Water Heaters will be guaranteed for a minimum of five (5) years;
- Equipment and Appliance installed will be guaranteed for a minimum of one (1) years or as provided for by the manufacturer (whichever is greater); and
- All other work will be guaranteed for a period of one (1) year or as provided by the manufacturer or any applicable regulation, whichever is greater.

For the warranty periods established above the assisted homeowner may require the Selected Proposers to correct defects or problems arising from the Selected Proposers' work under the contract. The R3 Program will have designated case managers to receive and process warranty

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and construction complaints. All warranty and construction complaint issues shall be logged into the Program's system of record for follow up. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two (2) weeks to respond. Should the Construction Manager fail to correct the problem the assisted homeowner may contact the Program to take any necessary legal resources as prescribed in the Construction Manager's contract.

#### 12.10. Task 11: Temporary Relocation

CDBG-DR funds may be used for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the R3 Program qualify for temporary relocation assistance only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The R3 Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the applicant must:

1. Be determined to be eligible to receive assistance that requires the applicant vacate the damaged property during construction;
2. Have an income of less than 50% of HUD-approved income limits for Puerto Rico;
3. Have no duplication of benefits issues that could prevent the Program from providing services;
4. Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
5. Have no other options for temporary housing, as identified by a counselor in PRDOH's Housing Counseling Program.

The Program will compensate the applicant in the amount of 100% of the HUD fair-market rent rate<sup>2</sup> for a home large enough to accommodate the household in the municipality where the damaged property is located. Most up to date rates published by HUD for Fiscal Year 2019 are also herein included as **Attachment 9**. Rates to be paid by the Program will be updated from time to time based on HUD-issued guidance and updates. Temporary relocation will be provided from the time the applicant moves out of the property until one (1) week after the construction passes a final inspection and the its confirmed that work was completed in accordance to the agreed upon scope and a occupancy permit (permiso de uso) is obtained, if applicable.

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

<sup>2</sup> [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018\\_code/2018state\\_summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2018_code/2018state_summary.odn)

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beyond one (1) week after the date of final inspection or date occupancy permit (permiso de uso) is issued, whichever is later.

Construction Managers are required to issue temporary relocation payments to Program applicants as applicable and approved by the PRDOH under an assignment or a case-specific change order related to an assignment. The PRDOH will reimburse Construction Managers for temporary relocation assistance payments issued to applicants as approved by the Program. Reimbursements for temporary relocation payments issued will not include any additional costs (administrative, overhead, profit, or otherwise).

**END OF SCOPE OF WORK**

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## William Rios Maldonado

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**From:** Dilia Gonzalez <d.gonzalez@bns-eng.com>  
**Sent:** Wednesday, August 14, 2019 1:57 PM  
**To:** William Rios Maldonado; Laura Pagan Santana; CDBGDR-PROCUREMENT  
**Cc:** b.negron@bns-eng.com  
**Subject:** BAFO Request :: CDBG-DR-RFP-2018-09 :: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers-ANG CONSTRUCTION INC.  
**Attachments:** EXHIBIT O-1 -Program Unit Price List.pdf; EXHIBIT O-2 Replacement Home Cost Form.pdf; Letter.pdf  
  
**Importance:** High

Regarding your communication dated August 7,2019 , we are attaching herein the revised Exhibit O-1 Program Unit Price and Exhibits O-2 Replacement Home Cost Forms with the corresponding Hard Cost Breakdown.

Please do not hesitate to contact us again if you have any question or require additional information.

Regards

Bienvenido Negron, PE-MEM  
President





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.

## OVERHEAD AND PROFIT

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

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

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

## MUNICIPAL TAXES

Based on the municipality at which Construction Managers will be performing work the cost of Municipal Patents (typically 0.05%) and Construction Taxes ("Arbitrios") (typically ranging from 5% to 6%) will be added to determine the total cost of work, as applicable.

## ADDITIONAL LINE ITEMS LIST

### Design and Permitting Costs for Repair Awards (Soft Cost)

The following are the fixed fees to be paid by PRDOH to Construction Managers for the design and permitting of repair awards in the Program. These costs include overhead and profit. Therefore, no additional costs (administrative or otherwise) may be added to these line items when determining the total cost of work to be performed.

No.	Item Description	Units	Unit Cost	Notes
1	Soft Cost: Design and Permitting for Repair Awards from \$0 to \$10,000	LS	\$3,180	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$10,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
2	Soft Cost: Design and Permitting for Repair Awards from \$10,001 to \$20,000	LS	\$5,250	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$20,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.
3	Soft Cost: Design and Permitting for Repair Awards from \$20,001 to \$30,000	LS	\$7,330	Includes design and permitting costs for any and all repair works (including repair and any abatement required) in awards not exceeding \$30,000 in hard / construction costs. Also includes CIAPR/CAAPPR stamps cost as required for the expected max. hard / construction cost, as well as services during construction (construction supervision). Abatement permitting is not included in this line item.

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No.	Item Description	Units	Unit Cost	Notes
4	<b>Soft Cost:</b> Design and Permitting for Repair Awards from \$30,001 to \$40,000	LS	<b>\$9,428</b>	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	<b>Soft Cost:</b> Design and Permitting for Repair Awards from \$40,001 to \$50,000	LS	<b>\$11,510</b>	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	<b>Soft Cost:</b> Design and Permitting for Repair Awards from \$50,001 to \$60,000	LS	<b>\$13,580</b>	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	<b>Soft Cost:</b> Asbestos Abatement Permitting	LS	<b>\$935.00</b>	Includes costs for the acquisition of asbestos removal permits for the implementation of any abatement works required at the storm-damaged home.
8	<b>Soft Cost:</b> Lead-Based Paint Abatement Permits	LS	<b>\$935.00</b>	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	<b>\$1,300.00</b>	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	<b>\$5.38</b>	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	<b>\$4.37</b>	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	<b>\$2.62</b>	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	<b>\$3.47</b>	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	<b>\$5.17</b>	Cost Reasonableness Basis: RSMeans 02 83 19.23 0070. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
Request for Proposals No. CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant for Disaster Recovery  
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ID	Item Description	Units	Unit Cost	Notes
7	Lead Encapsulation: Pipe, to 16" diameter	LF	\$8.24	Cost Reasonableness Basis: RSMeans 02 83 19.23 0080. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
8	Lead Encapsulation: Cabinets	SF	\$6.56	Cost Reasonableness Basis: RSMeans 02 83 19.23 0090. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
9	Lead Encapsulation: Flush doors, both sides, frame and trim	EA	\$129.85	Cost Reasonableness Basis: RSMeans 02 83 19.23 0120. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
10	Lead Encapsulation: French doors, both sides, frame and trim	EA	\$192.34	Cost Reasonableness Basis: RSMeans 02 83 19.23 0130. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
11	Lead Encapsulation: Panel doors, both sides, frame and trim	EA	\$185.46	Cost Reasonableness Basis: RSMeans 02 83 19.23 0140. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
12	Lead Encapsulation: Louver doors, both sides, frame and trim	EA	\$245.01	Cost Reasonableness Basis: RSMeans 02 83 19.23 0150. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
13	Lead Encapsulation: Window	EA	\$102.98	Cost Reasonableness Basis: RSMeans 02 83 19.23 0180. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
14	Lead Encapsulation: Grilles, vents	SF	\$4.67	Cost Reasonableness Basis: RSMeans 02 83 19.23 0210. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
15	Lead Encapsulation: Walls, roller, drywall or plaster	SF	\$1.32	Cost Reasonableness Basis: RSMeans 02 83 19.23 0220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
16	Lead Encapsulation: Ceilings roller, drywall, or plaster	SF	\$1.50	Cost Reasonableness Basis: RSMeans 02 83 19.23 0250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
17	Lead Encapsulation: Exterior, brushwork, gutters and downspouts	LF	\$4.37	Cost Reasonableness Basis: RSMeans 02 83 19.23 0270. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
18	Lead Encapsulation: Exterior columns	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0280. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
19	Lead Encapsulation: Spray, siding	SF	\$2.19	Cost Reasonableness Basis: RSMeans 02 83 19.23 0290. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
20	Lead Encapsulation: Electrical conduit, brushwork, to 2" diameter	LF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0310. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
21	Lead Encapsulation: Brick, bloc, or concrete, spray	SF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0320. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
22	Lead Encapsulation: Steel, flat surfaces and tanks to 12"	SF	\$2.62	Cost Reasonableness Basis: RSMeans 02 83 19.23 0330. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
23	Lead Encapsulation: Beams, brushwork	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0340. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
24	Lead Encapsulation: Trusses	SF	\$3.26	Cost Reasonableness Basis: RSMeans 02 83 19.23 0350. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
25	Lead Removal: Baseboards	LF	\$9.69	Cost Reasonableness Basis: RSMeans 02 83 19.26 0050. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
26	Lead Removal: Balustrades, one side	SF	\$21.72	Cost Reasonableness Basis: RSMeans 02 83 19.26 0200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
27	Lead Removal: Cabinets	SF	\$19.06	Cost Reasonableness Basis: RSMeans 02 83 19.26 1400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

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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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 83 19.26 4440. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
37	Lead Removal: Pipes, to 16" diameter	LF	\$38.52	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 83 19.26 6220. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
43	Lead Removal: Windows, one side, 36"x72", includes frame and trim items	EA	\$272.68	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 82 13.43 0400. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

Exhibit O-1: Program Unit Price List (Revised for Negotiations on August 8, 2019)  
Request for Proposals No. CDBG-DR-RFP-2018-09  
Homeowner Repair, Reconstruction, or Relocation Program Construction Managers  
Community Development Block Grant for Disaster Recovery  
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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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 82 13.43 2100. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
61	Asbestos Removal: Remove cementitious materials from flat surface	SF	\$3.40	Cost Reasonableness Basis: RSMMeans 02 82 13.43 3000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
62	Asbestos Removal: Remove cementitious materials from irregular surface	SF	\$6.05	Cost Reasonableness Basis: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 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: RSMMeans 02 82 13.43 8000. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.

ID	Item Description	Units	Unit Cost	Notes
70	Asbestos Removal: Shingle roofing	SF	\$1.58	Cost Reasonableness Basis: RSMeans 02 82 13.43 8200. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
71	Asbestos Removal: Single roofing, built-up, no gravel, non-friable	SF	\$1.99	Cost Reasonableness Basis: RSMeans 02 82 13.43 8250. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
72	Asbestos Removal: Bituminous flashing	SF	\$2.03	Cost Reasonableness Basis: RSMeans 02 82 13.43 8260. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
73	Asbestos Removal: Asbestos millboard, flat board, and VAT contaminated plywood	SF	\$1.58	Cost Reasonableness Basis: RSMeans 02 82 13.43 8300. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
74	Roof: Waterproofing, built-up membrane, asphaltic, 10-year warranty. 4 plies #15 asphalt felt.	SF	\$4.29	Cost Reasonableness Basis: RSMeans 07 51 13.20 0500. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
75	Roof: Waterproofing, built-up membrane, coal tar, 10-year warranty. 4 plies #15 organic felt.	SF	\$4.99	Cost Reasonableness Basis: RSMeans 07 51 13.20 4600. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
76	Roof: Waterproofing, elastomeric membrane, 10-year warranty. 45 mil fully adhered with adhesive.	SF	\$2.65	Cost Reasonableness Basis: RSMeans 07 53 23.20 3800. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
77	Roof: Waterproofing, fluid-applied membrane, 10-year warranty. Acrylic, 2 coats.	SF	\$2.06	Cost Reasonableness Basis: RSMeans 07 56 10.10 0035. 1.8 Factor applied to labor cost for Executive Order No. 2018-033 consideration.
78	Roof: Waterproofing, modified bituminous membrane, 10-year warranty. Mod. bit. rftg., 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.

ANG Construction Inc.

Proposer Entity Name

Proposer Authorized Representative Signature

8/14/2019

Date

Bienvenido Negron Soto

Proposer Authorized Representative Printed Name

END OF PROGRAM UNIT PRICE LIST





GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

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

Name of Proposer: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$13,684.45
SC-05	Overhead Cost (applicable to all soft costs)	\$2,880.94
SC-06	Profit Cost (applicable to all soft costs)	\$1,656.54
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$55,071.93</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$96,031.25
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$27,368.91
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$14,908.85
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$138,309.01</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$7,790.54
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$720.23
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,276.62
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$851.08
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$10,638.46</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$193,380.94</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$204,019.40</b>

3





## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 1 Level - 2 Bedrooms / 1 Bathroom

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>					<b>\$19,870.00</b>
	<b>General Conditions</b>				
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Comsumption	3	MO	\$200.00	\$600.00
5	Water Comsumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office suplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
					<b>\$19,870.00</b>
<b>2 - Foundation Works</b>					<b>\$2,798.00</b>
	<b>Earthwork</b>				
1	Material cut to waste (max 1 ft depth)	32	CM	\$22.50	\$720.00
2	Select Material fill	32	CM	\$29.00	\$928.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
					<b>\$2,798.00</b>
<b>3 - Structure Works</b>					<b>\$24,572.50</b>
	<b>Concrete &amp; CMU</b>				
1	Floor Slab	15	CY	\$430.00	\$6,450.00
2	Shear walls	11	CY	\$445.00	\$4,895.00
3	Roof Slab	12	CY	\$445.00	\$5,340.00
4	Concrete mansonry units (CMU) walls	1165	EA	\$5.50	\$6,407.50
5	Parapets & "aleros"	2	CY	\$495.00	\$990.00
6	Entrance sidewalk	1	CY	\$490.00	\$490.00
					<b>\$24,572.50</b>



## COST ESTIMATE BREAKDOWN

### 4 - Finishes

**\$48,790.75**

#### Finishes

1	Cement Plaster	485	SY	\$30.00	\$14,550.00
2	Windows	10	EA	\$470.00	\$4,700.00
3	Doors & Hardware	5	EA	\$500.00	\$2,500.00
4	Floor Tiles	785	SF	\$5.75	\$4,513.75
5	Bathroom wall tiles	70	SF	\$6.50	\$455.00
6	Kitchen Cabinets	1	EA	\$1,900.00	\$1,900.00
7	Bathroom vanity	1	EA	\$380.00	\$380.00
8	Closet Doors	3	EA	\$395.00	\$1,185.00
9	Paint (interior & exterior)	4410	SF	\$0.70	\$3,087.00
10	Closet shelves	3	EA	\$255.00	\$765.00
11	Bathroom accessories	1	Bathroom	\$175.00	\$175.00

**\$34,210.75**

#### Plumbing Works

1	Sanitary lines	80	LF	\$13.00	\$1,040.00
2	Potable water lines (cold and hot)	150	LF	\$10.00	\$1,500.00
3	Utility sink	1	EA	\$280.00	\$280.00
4	Kitchen sink	1	EA	\$480.00	\$480.00
5	Plumbing Fixtures (toilet, washands, shower, bathtub, faucets)	7	EA	\$280.00	\$1,960.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00

**\$8,730.00**

#### Electrical Works

1	Power & Lighting rough in	1	LS	\$3,500.00	\$3,500.00
2	Electrical Wiring	1	LS	\$650.00	\$650.00
3	MDP-Electrical panel	1	LS	\$550.00	\$550.00
4	Switches and receptacles	1	LS	\$550.00	\$550.00
5	Lighting Fixtures	1	LS	\$350.00	\$350.00
6	Electrical Certification	1	LS	\$250.00	\$250.00

**\$5,850.00**

### COST SUMMARY

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$2,798.00
STRUCTURE WORKS COST (3)	\$24,572.50
FINISHES COST (4)	\$48,790.75

**PROJECT COST [1+2+3+4]**

**\$96,031.25**





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: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$16,199.04
SC-05	Overhead Cost (applicable to all soft costs)	\$3,410.33
SC-06	Profit Cost (applicable to all soft costs)	\$1,960.94
Sub-Total Soft Costs <sup>(3)</sup>		\$58,420.31
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$113,677.50
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$32,398.09
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$17,648.43
Sub-Total Hard Costs <sup>(4)</sup>		\$163,724.02
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$9,222.09
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$852.58
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,511.20
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,007.47
Sub-Total ADA Compliance Delta Costs		\$12,593.34
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup>		\$222,144.33
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$234,737.66





## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 1 Level - 3 Bedrooms / 2 Bathrooms

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>				<b>\$19,870.00</b>	
<b>General Conditions</b>					
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Comsumption	3	MO	\$200.00	\$600.00
5	Water Comsumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office suplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
				<b>\$19,870.00</b>	
<b>2 - Foundation Works</b>				<b>\$3,467.50</b>	
<b>Earthwork</b>					
1	Material cut to waste (max 1 ft depth)	45	CM	\$22.50	\$1,012.50
2	Select Material fill	45	CM	\$29.00	\$1,305.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
				<b>\$3,467.50</b>	
<b>3 - Structure Works</b>				<b>\$32,542.50</b>	
<b>Concrete &amp; CMU</b>					
1	Floor Slab	20	Cu Yd	\$430.00	\$8,600.00
2	Shear walls	14	Cu Yd	\$445.00	\$6,230.00
3	Roof Slab	18	Cu Yd	\$445.00	\$8,010.00
4	Concrete mansonry units (CMU) walls	1405	Ea.	\$5.50	\$7,727.50
5	Parapets & "aleros"	3	Cu Yd	\$495.00	\$1,485.00
6	Entrance sidewalk	1	Cu Yd	\$490.00	\$490.00
				<b>\$32,542.50</b>	



**4 - Finishes****\$57,797.50**

Finishes					
1	Cement Plaster	550	SY	\$30.00	\$16,500.00
2	Windows	12	EA	\$470.00	\$5,640.00
3	Doors & Hardware	6	EA	\$500.00	\$3,000.00
4	Floor Tiles	950	SF	\$5.75	\$5,462.50
5	Bathroom wall tiles	140	SF	\$6.50	\$910.00
6	Kitchen Cabinets	1	LS	\$1,900.00	\$1,900.00
7	Bathroom vanity	2	EA	\$380.00	\$760.00
8	Closet Doors	4	EA	\$395.00	\$1,580.00
9	Paint (interior & exterior)	5000	SF	\$0.70	\$3,500.00
10	Closet shelves	4	EA	\$255.00	\$1,020.00
11	Bathroom accessories	2	Bathroom	\$175.00	\$350.00
					<b>\$40,622.50</b>
Plumbing Works					
1	Sanitary lines	115	LF	\$13.00	\$1,495.00
2	Potable water lines (cold and hot)	205	LF	\$10.00	\$2,050.00
3	Utility sink	1	EA	\$430.00	\$430.00
4	Kitchen sink	1	EA	\$580.00	\$580.00
5	Plumbing Fixtures (toilet, washhands, shower, bathtub, faucets)	10	EA	\$280.00	\$2,800.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00
					<b>\$10,825.00</b>
Electrical Works					
1	Power & Lighting rough in	1	LS	\$3,500.00	\$3,500.00
5	Electrical Wiring	1	LS	\$650.00	\$650.00
2	MDP-Electrical panel	1	LS	\$700.00	\$700.00
3	Switches and receptacles	1	LS	\$550.00	\$550.00
4	Lighting Fixtures	1	LS	\$450.00	\$450.00
5	Electrical Certification	1	LS	\$500.00	\$500.00
					<b>\$6,350.00</b>

**COST SUMMARY**

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$3,467.50
STRUCTURE WORKS COST (3)	\$32,542.50
FINISHES COST (4)	\$57,797.50

**PROJECT COST [1+2+3+4]****\$113,677.50**





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: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$18,206.33
SC-05	Overhead Cost (applicable to all soft costs)	\$3,832.91
SC-06	Profit Cost (applicable to all soft costs)	\$2,203.92
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$61,093.17</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$127,763.75
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$36,412.67
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$19,835.32
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$184,011.74</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,364.83
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$958.23
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,698.46
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,132.31
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$14,153.83</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$245,104.91</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$259,258.74</b>

*[Handwritten signature]*





## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 1 Level - 4 Bedrooms / 2 Bathrooms

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>				<b>\$19,870.00</b>	
<b>General Conditions</b>					
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Comsumption	3	MO	\$200.00	\$600.00
5	Water Comsumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office suplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
				<b>\$19,870.00</b>	
<b>2 - Foundation Works</b>				<b>\$3,725.00</b>	
<b>Earthwork</b>					
1	Material cut to waste (max 1 ft depth)	50	CM	\$22.50	\$1,125.00
2	Select Material fill	50	CM	\$29.00	\$1,450.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
				<b>\$3,725.00</b>	
<b>3 - Structure Works</b>				<b>\$38,605.00</b>	
<b>Concrete &amp; CMU</b>					
1	Floor Slab	24	Cu Yd	\$430.00	\$10,320.00
2	Shear walls	16	Cu Yd	\$445.00	\$7,120.00
3	Roof Slab	21	Cu Yd	\$445.00	\$9,345.00
4	Concrete mansonry units (CMU) walls	1790	Ea.	\$5.50	\$9,845.00
5	Parapets & "aleros"	3	Cu Yd	\$495.00	\$1,485.00
6	Entrance sidewalk	1	Cu Yd	\$490.00	\$490.00
				<b>\$38,605.00</b>	

**4 - Finishes****\$65,563.75**

Finishes					
1	Cement Plaster	639	SY	\$30.00	\$19,170.00
2	Windows	15	EA	\$470.00	\$7,050.00
3	Doors & Hardware	8	EA	\$500.00	\$4,000.00
4	Floor Tiles	1115	SF	\$5.75	\$6,411.25
5	Bathroom wall tiles	140	SF	\$6.50	\$910.00
6	Kitchen Cabinets	1	LS	\$1,900.00	\$1,900.00
7	Bathroom vanity	2	EA	\$380.00	\$760.00
8	Closet Doors	5	EA	\$395.00	\$1,975.00
9	Paint (interior & exterior)	5845	SF	\$0.70	\$4,091.50
10	Closet shelves	5	EA	\$255.00	\$1,275.00
11	Bathroom accessories	2	Bathroom	\$175.00	\$350.00

**\$47,892.75**

Plumbing Works					
1	Sanitary lines	115	LF	\$13.00	\$1,495.00
2	Potable water lines (cold and hot)	205	LF	\$10.00	\$2,050.00
3	Utility sink	1	EA	\$280.00	\$280.00
4	Kitchen sink	1	EA	\$480.00	\$480.00
5	Plumbing Fixtures (toilet, washands, shower, bathtub, faucets)	10	EA	\$280.00	\$2,800.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00

**\$10,575.00**

Electrical Works					
1	Power & Lighting rough in	1	LS	\$3,500.00	\$3,500.00
5	Electrical Wiring	1	LS	\$1,446.00	\$1,446.00
2	MDP-Electrical panel	1	LS	\$650.00	\$650.00
3	Switches and receptacles	1	LS	\$550.00	\$550.00
4	Lighting Fixtures	1	LS	\$450.00	\$450.00
5	Electrical Certification	1	LS	\$500.00	\$500.00

**\$7,096.00****COST SUMMARY**

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$3,725.00
STRUCTURE WORKS COST (3)	\$38,605.00
FINISHES COST (4)	\$65,563.75

**PROJECT COST [1+2+3+4]****\$127,763.75**

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GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name of Proposer: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$14,207.25
SC-05	Overhead Cost (applicable to all soft costs)	\$2,991.00
SC-06	Profit Cost (applicable to all soft costs)	\$1,719.83
Sub-Total Soft Costs <sup>(3)</sup>		\$55,768.08
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$99,700.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$28,414.50
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$15,478.43
Sub-Total Hard Costs <sup>(4)</sup>		\$143,592.93
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$8,088.16
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$747.75
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,325.39
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$883.59
Sub-Total ADA Compliance Delta Costs		\$11,044.89
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup>		\$199,361.00
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$210,405.89

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## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 2 Level - 2 Bedrooms / 1 Bathroom

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>					<b>\$19,870.00</b>
	<b>General Conditions</b>				
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Consumption	3	MO	\$200.00	\$600.00
5	Water Consumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office supplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
					<b>\$19,870.00</b>
<b>2 - Foundation Works</b>					<b>\$3,210.00</b>
	<b>Earthwork</b>				
1	Material cut to waste (max 1 ft depth)	40	CM	\$22.50	\$900.00
2	Select Material fill	40	CM	\$29.00	\$1,160.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
					<b>\$3,210.00</b>
<b>3 - Structure Works</b>					<b>\$28,086.00</b>
	<b>Concrete &amp; CMU</b>				
1	Floor Slab	19	CY	\$430.00	\$8,170.00
2	Shear walls	18	CY	\$445.00	\$8,010.00
3	Roof Slab	15	CY	\$445.00	\$6,675.00
4	Concrete masonry units (CMU) walls	592	EA	\$5.50	\$3,256.00
5	Parapets & "aleros"	3	CY	\$495.00	\$1,485.00
6	Entrance sidewalk	1	CY	\$490.00	\$490.00
					<b>\$28,086.00</b>



## COST ESTIMATE BREAKDOWN

### 4 - Finishes

**\$48,534.00**

Finishes					
1	Cement Plaster	495	SY	\$30.00	\$14,850.00
2	Windows	13	EA	\$470.00	\$6,110.00
3	Doors & Hardware	5	EA	\$500.00	\$2,500.00
4	Floor Tiles	770	SF	\$5.75	\$4,427.50
5	Bathroom wall tiles	75	SF	\$6.50	\$487.50
6	Kitchen Cabinets	1	LS	\$1,900.00	\$1,900.00
7	Bathroom vanity	1	EA	\$380.00	\$380.00
8	Closet Doors	2	EA	\$395.00	\$790.00
9	Paint (interior & exterior)	4570	SF	\$0.70	\$3,199.00
10	Closet shelves	2	EA	\$255.00	\$510.00
11	Bathroom accessories	1	Bathroom	\$175.00	\$175.00

**\$35,329.00**

Plumbing Works					
1	Sanitary lines	75	LF	\$13.00	\$975.00
2	Potable water lines (cold and hot)	150	LF	\$10.00	\$1,500.00
3	Utility sink	1	EA	\$280.00	\$280.00
4	Kitchen sink	1	EA	\$480.00	\$480.00
5	Plumbing Fixtures (toilet, washands, shower, bathtub, faucets)	5	EA	\$280.00	\$1,400.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00

**\$8,105.00**

Electrical Works					
1	Power & Lighting rough in	1	LS	\$1,950.00	\$1,950.00
5	Electrical Wiring	1	LS	\$1,000.00	\$1,000.00
2	MDP-Electrical panel	1	LS	\$650.00	\$650.00
3	Switches and receptacles	1	LS	\$550.00	\$550.00
4	Lighting Fixtures	1	LS	\$450.00	\$450.00
5	Electrical Certification	1	LS	\$500.00	\$500.00

**\$5,100.00**

### COST SUMMARY

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$3,210.00
STRUCTURE WORKS COST (3)	\$28,086.00
FINISHES COST (4)	\$48,534.00

**PROJECT COST [1+2+3+4]**

**\$99,700.00**





GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

Request for Proposals

Homeowner Repair, Reconstruction, or Relocation Program Construction Managers

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-09

(Revised for Negotiations on August 8, 2019)

Name of Proposer: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$17,082.62
SC-05	Overhead Cost (applicable to all soft costs)	\$3,596.34
SC-06	Profit Cost (applicable to all soft costs)	\$2,067.90
Sub-Total Soft Costs <sup>(3)</sup>		\$59,596.85
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$119,878.00
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$34,165.23
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$18,611.06
Sub-Total Hard Costs <sup>(4)</sup>		\$172,654.29
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$9,725.10
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$899.09
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,593.63
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,062.42
Sub-Total ADA Compliance Delta Costs		\$13,280.23
Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup>		\$232,251.14
Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup>		\$245,531.37

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## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 2 Level - 3 Bedrooms / 2 Bathroom

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>					<b>\$19,870.00</b>
	<b>General Conditions</b>				
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Consumption	3	MO	\$200.00	\$600.00
5	Water Consumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office supplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
					<b>\$19,870.00</b>
<b>2 - Foundation Works</b>					<b>\$3,725.00</b>
	<b>Earthwork</b>				
1	Material cut to waste (max 1 ft depth)	50	CM	\$22.50	\$1,125.00
2	Select Material fill	50	CM	\$29.00	\$1,450.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
					<b>\$3,725.00</b>
<b>3 - Structure Works</b>					<b>\$34,418.50</b>
	<b>Concrete &amp; CMU</b>				
1	Floor Slab	19	CY	\$430.00	\$8,170.00
2	Shear walls	22	CY	\$445.00	\$9,790.00
3	Roof Slab	18	CY	\$445.00	\$8,010.00
4	Concrete masonry units (CMU) walls	997	EA	\$5.50	\$5,483.50
5	Parapets & "aleros"	5	CY	\$495.00	\$2,475.00
6	Entrance sidewalk	1	CY	\$490.00	\$490.00
					<b>\$34,418.50</b>



## COST ESTIMATE BREAKDOWN

### 4 - Finishes

**\$58,864.50**

#### Finishes

1	Cement Plaster	570	SY	\$30.00	\$17,100.00
2	Windows	17	EA	\$470.00	\$7,990.00
3	Doors & Hardware	7	EA	\$500.00	\$3,500.00
4	Floor Tiles	926	SF	\$5.75	\$5,324.50
5	Bathroom wall tiles	140	SF	\$6.50	\$910.00
6	Kitchen Cabinets	1	LS	\$1,900.00	\$1,900.00
7	Bathroom vanity	2	EA	\$380.00	\$760.00
8	Closet Doors	3	EA	\$395.00	\$1,185.00
9	Paint (interior & exterior)	5090	SF	\$0.70	\$3,563.00
10	Closet shelves	3	EA	\$255.00	\$765.00
11	Bathroom accessories	2	Bathroom	\$175.00	\$350.00

**\$43,347.50**

#### Plumbing Works

1	Sanitary lines	95	LF	\$13.00	\$1,235.00
2	Potable water lines (cold and hot)	180	LF	\$10.00	\$1,800.00
3	Utility sink	1	EA	\$280.00	\$280.00
4	Kitchen sink	1	EA	\$480.00	\$480.00
5	Plumbing Fixtures (toilet, washands, shower, bathtub, faucets)	10	EA	\$280.00	\$2,800.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00

**\$10,065.00**

#### Electrical Works

1	Power & Lighting rough in	1	LS	\$2,302.00	\$2,302.00
5	Electrical Wiring	1	LS	\$1,000.00	\$1,000.00
2	MDP-Electrical panel	1	LS	\$650.00	\$650.00
3	Switches and receptacles	1	LS	\$550.00	\$550.00
4	Lighting Fixtures	1	LS	\$450.00	\$450.00
5	Electrical Certification	1	LS	\$500.00	\$500.00

**\$5,452.00**

### COST SUMMARY

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$3,725.00
STRUCTURE WORKS COST (3)	\$34,418.50
FINISHES COST (4)	\$58,864.50

**PROJECT COST [1+2+3+4] \$116,878.00**





GOVERNMENT OF PUERTO RICO  
Department of Housing

EXHIBIT O-2  
REPLACEMENT HOME COST FORM

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

(Revised for Negotiations on August 8, 2019)

Name of Proposer: ANG Construction Inc.

1. Model Home Proposed:

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

2. Model Home Proposed Maximum Budget:

ID	Cost Category	Proposed Cost <sup>(1)</sup>
<b>Soft Costs (Not Subject to Max. Construction / Hard Costs Budget) <sup>(2)(3)</sup></b>		
SC-01	Design and Permitting for Replacement Home Construction	\$27,637.50
SC-02	Design and Permitting for Storm-Damaged Home Demolition and Abatement	\$5,527.50
SC-03	Services During Construction (Design Supervision)	\$3,685.00
SC-04	Insurance Cost (applicable to soft and hard cost of Standard Model Home)	\$19,011.72
SC-05	Overhead Cost (applicable to all soft costs)	\$4,002.47
SC-06	Profit Cost (applicable to all soft costs)	\$2,301.42
<b>Sub-Total Soft Costs <sup>(3)</sup></b>		<b>\$62,165.60</b>
<b>Hard Costs (Subject to Max. Construction / Hard Costs Caps) (Standard Model Home) <sup>(4)(5)(6)</sup></b>		
HC-01	Replacement Home Construction Cost	\$133,415.55
HC-02	Overhead Cost (applicable to Standard Model Home's hard costs)	\$38,023.43
HC-03	Profit Cost (applicable to Standard Model Home's hard costs)	\$20,712.76
<b>Sub-Total Hard Costs <sup>(4)</sup></b>		<b>\$192,151.75</b>
<b>ADA Compliance Delta (Not Subject to Max. Construction / Hard Costs Budget)</b>		
ADA-01	Replacement Home ADA Compliance Delta Hard Cost	\$10,823.34
ADA-02	Insurance Cost (applicable to ADA Compliance Delta hard costs)	\$1,000.62
ADA-03	Overhead Cost (applicable to ADA Compliance Delta hard costs)	\$1,773.59
ADA-04	Profit Cost (applicable to ADA Compliance Delta hard costs)	\$1,182.40
<b>Sub-Total ADA Compliance Delta Costs</b>		<b>\$14,779.94</b>
<b>Total Proposed Cost (Soft + Hard) for Standard Model Home <sup>(7)(9)</sup></b>		<b>\$254,317.35</b>
<b>Total Proposed Cost (Soft + Hard + ADA) for ADA Compliant Home <sup>(8)(9)</sup></b>		<b>\$269,097.29</b>





## COST ESTIMATE BREAKDOWN

**Project:** Homeowner Repair, Reconstruction or Relocation Program Construction Construction Managers  
Community Development Block Grant-Disaster Recovery CDBG-RFP-2018-09

**Location:** Puerto Rico

**Owner:** Government of Puerto Rico - Department of Housing

**House Model:** 2 Level - 4 Bedrooms / 2 Bathroom

		Quantity	Unit	Unit Cost	Cost
<b>1 - General Conditions</b>					<b>\$19,870.00</b>
	<b>General Conditions</b>				
1	Temporary Fences & Rotulation	350	LF	\$1.50	\$525.00
2	Toilets	3	MO	\$185.00	\$555.00
3	Project Sign	1	EA	\$400.00	\$400.00
4	Electrical Consumption	3	MO	\$200.00	\$600.00
5	Water Consumption	3	MO	\$200.00	\$600.00
6	Ice & Water	90	DAY	\$6.00	\$540.00
7	Office Expenses (office supplies)	3	MO	\$40.00	\$120.00
8	Supervision	6	WK	\$1,575.00	\$9,450.00
9	Consumables (gasoline+diesel+others)	12	WK	\$200.00	\$2,400.00
10	Transportation (van & pick ups)	12	WK	\$315.00	\$3,780.00
11	Dumpster/Garbage Disposal	3	MO	\$300.00	\$900.00
					<b>\$19,870.00</b>
<b>2 - Foundation Works</b>					<b>\$4,497.50</b>
	<b>Earthwork</b>				
1	Material cut to waste (max 1 ft depth)	65	CM	\$22.50	\$1,462.50
2	Select Material fill	65	CM	\$29.00	\$1,885.00
3	Foundation preparation (trench excavation-perimeter & shear walls)	1	LS	\$600.00	\$600.00
4	Stake out (surveyor)-includes helper	1	LS	\$550.00	\$550.00
					<b>\$4,497.50</b>
<b>3 - Structure Works</b>					<b>\$40,422.50</b>
	<b>Concrete &amp; CMU</b>				
1	Floor Slab	25	CY	\$430.00	\$10,750.00
2	Shear walls	24	CY	\$445.00	\$10,680.00
3	Roof Slab	21	CY	\$445.00	\$9,345.00
4	Concrete masonry units (CMU) walls	1170	EA	\$5.50	\$6,435.00
5	Parapets & "aleros"	6	CY	\$495.00	\$2,722.50
6	Entrance sidewalk	1	CY	\$490.00	\$490.00
					<b>\$40,422.50</b>



## COST ESTIMATE BREAKDOWN

### 4 - Finishes

**\$68,625.55**

Finishes					
1	Cement Plaster	630	SY	\$30.00	\$18,900.00
2	Windows	20	EA	\$470.00	\$9,400.00
3	Doors & Hardware	8	EA	\$500.00	\$4,000.00
4	Floor Tiles	1141	SF	\$5.75	\$6,560.75
5	Bathroom wall tiles	140	SF	\$6.50	\$910.00
6	Kitchen Cabinets	1	LS	\$1,900.00	\$1,900.00
7	Bathroom vanity	2	EA	\$380.00	\$760.00
8	Closet Doors	4	EA	\$395.00	\$1,580.00
9	Paint (interior & exterior)	5614	SF	\$0.70	\$3,929.80
10	Closet shelves	4	EA	\$255.00	\$1,020.00
11	Bathroom accessories	2	Bathroom	\$175.00	\$350.00
					<b>\$49,310.55</b>
Plumbing Works					
1	Sanitary lines	95	LF	\$13.00	\$1,235.00
2	Potable water lines (cold and hot)	180	LF	\$10.00	\$1,800.00
3	Utility sink	1	EA	\$280.00	\$280.00
4	Kitchen sink	1	EA	\$480.00	\$480.00
5	Plumbing Fixtures (toilet, washands, shower, bathtub, faucets)	10	EA	\$280.00	\$2,800.00
6	Solar water heater	1	EA	\$3,470.00	\$3,470.00
7	Water cistern	1	EA	\$3,250.00	\$3,250.00
					<b>\$13,315.00</b>
Electrical Works					
1	Power & Lighting rough in	1	LS	\$2,600.00	\$2,600.00
5	Electrical Wiring	1	LS	\$1,250.00	\$1,250.00
2	MDP-Electrical panel	1	LS	\$650.00	\$650.00
3	Switches and receptacles	1	LS	\$550.00	\$550.00
4	Lighting Fixtures	1	LS	\$450.00	\$450.00
5	Electrical Certification	1	LS	\$500.00	\$500.00
					<b>\$6,000.00</b>

### COST SUMMARY

GENERAL CONDITIONS COST (1)	\$19,870.00
FOUNDATION WORKS COST (2)	\$4,497.50
STRUCTURE WORKS COST (3)	\$40,422.50
FINISHES COST (4)	\$68,625.55

**PROJECT COST [1+2+3+4] \$133,415.55**



**Notes on Cost Form:**

- (1) Refers to the maximum cost that will be paid by the PRDOH to the Proposer, if awarded, for the implementation of the design, permitting, and construction works necessary to build the Model Home proposed.
- (2) Refers to the soft costs for the development of the Model Home not subject to the maximum construction / hard costs caps.
- (3) Soft Costs include (i) the design and permitting for the Replacement Home considering any work necessary to adapt the model home to assigned lots; (ii) the design and permitting for the demolition and abatement of the storm-damaged home; (iii) the cost of any insurance related to the works; and (iv) the operational costs related to the design and permitting work; (v) overhead cost associated to the design and permitting work; (vi) profit cost associated to the design and permitting work; and (vii) cost of other activities related to the design and permitting work of the demolition and abatement of the Storm-Damaged Home and the construction of the Replacement Home.
- (4) Refers to the costs for the development of the Model Home which is subject to the maximum construction / hard costs caps. Construction / hard costs are capped as follows: \$145,000 for single-story 2-bedroom Replacement Homes; \$160,000 for two-story 2-bedroom Replacement Homes; \$170,000 for single-story 3-bedroom Replacement Homes; \$185,000 for two-story 3-bedroom Replacement Homes; \$185,000 for single-story 4-bedroom Replacement Homes; and \$205,000 for two-story 4-bedroom Replacement Homes.
- (5) Hard Costs include: (i) construction of the Replacement Home in compliance with all applicable requirements of the Scope of Work and the Minimum Design and Architectural Standards, including costs associated to the structure, its components, and finishes, including the cost of excavation and soil preparation for foundations underneath the home's footprint; (ii) construction of a minimum 200 square feet carport pad (no roof) for the Replacement Home; (iii) construction of 180 square feet of driveway to the home's carport pad (considering minimum setbacks for a typical R-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 Proposers for construction of the ADA Compliant variant of the Model Home.
- (9) To the Total Proposed Costs (for both Standard and ADA Compliant Model Homes) once a site is assigned to the Selected Proposers, the cost of any additional earthwork, sitework, demolition work, or abatement work, as well as the cost of Municipal Patents and Construction Taxes ("Arbitrios"), required as part of a project will be added using the Program Unit Price List (Refer to Exhibit O-1 of the RFP) and any applicable percentages.
- (10) Proposer must attach to this Replacement Home Cost Form a detailed cost breakdown setting forth the items of work included in each Cost Category. The cost breakdown, additionally to being submitted in original physical format with the Proposal, must be submitted in digital (Excel) format.

  
Proposer's Authorized Representative Signature

8/14/2019

Date

Bienvenido Negron Soto

Proposer's Authorized Representative Printed Name





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

**Scope of Work**

Contractor is responsible for compliance with all aspects of the Scope of Work included as **Attachment C** of the Contract.

**Practice of Licensed Professions**

Contractor and its subcontractors, agents, and employees, shall comply with all applicable federal and local laws and regulations, including but not limited to those that relate to the practice of licensed professions and those that could affect the Contractor's ability to carry out the Scope of Work under the Contract. Contractor certifies that it possesses all necessary permits, endorsements, and approvals necessary to perform the Work, which are to be valid and updated for the duration of the Contract. Contractor and each of its employees, agents, subcontractors, and subconsultants must have all licenses, permits, authorizations, consents, and approvals necessary for the performance of the Scope of Work under the contract, and such licenses, permit, authorizations, consents, and approvals are to be up to date and in full force and effect from the date of Contract execution and for the duration of the Contract. Contractor must ensure at all times that professional, architectural, or engineering work is performed by qualified professionals with the proper education, know-how, training, knowledge, expertise, experience, and license to perform such works, according to applicable federal and local rules and regulations.

**Replacement Home Design Submission Performance Timeframes**

Contractor is responsible for the conceptual design and design development phases of the following models for Replacement Homes:

- Single-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Single-Story 4-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 2-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 3-Bedroom (Standard & ADA-Compliant Variant)
- Two-Story 4-Bedroom (Standard & ADA-Compliant Variant)

Contractor must submit Replacement Home design deliverables as follows:

- **Conceptual Designs:** Must be submitted within **ten (10) days** from contract execution. Conceptual designs are to be evaluated and approved by PRDOH or its designated representative.
- **Design Development:** Must be submitted within **twenty (20) days** from the PRDOH's, or designated representative's, approval of the Conceptual Designs.

Details of documents that must be included with each submission can be found in the Scope of Work.

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**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<sup>1</sup>. The date at which the Contractor notifies OGPe or the Autonomous Municipality of the project will be considered the Notice to Proceed for Repair Works. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.
- **Replacement Home Construction Work:** All work under a repair award must be completed by Contractor within **one hundred and eighty (180) days**. This period will begin counting upon acquisition of the Construction Permit Notice ("Notificación de Permiso de Construcción") by the Contractor. The date at which the Construction Permit Notice was issued to the Contractor will be considered the Notice to Proceed for Replacement Home Construction. This period will be considered as completed upon acquisition of the Occupancy Permit ("Permiso de Uso") by the Contractor. The date of the Occupancy Permit will be considered the date at which work is substantially completed by the Contractor.

**Liquidated Damages & Penalties**

Contractor performance is subject to the following liquidated damages and penalties:

- **Liquidated Damages<sup>2</sup>:** Contractor will be subject to liquidated damages as related to its timeframes of performance under the Program. Timeframes of performance will be established under Task Orders to be issued to the Contractor for each home where work is to be performed. Contractor shall pay to PRDOH, as liquidated damages, an amount equal to **\$100.00** for each calendar day that the completion of works is late until deemed in compliance. Said sums, in view of the difficulty of accurately ascertaining the loss which PRDOH and/or homeowner will suffer by reason of delay in the completion of works

<sup>1</sup> 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.

<sup>2</sup> For the purpose of clarity, liquidated damages only apply to Repair Work and Replacement Home Construction Work timeframes of performance as established in Section 4.2 of the Scope of Work.

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requested, are hereby fixed and agreed as the liquidated damages that PRDOH and/or the homeowner will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

- **Penalty for Failed Milestone Inspections:** If the Contractor requests a milestone inspection for work performed, such inspection is completed by PRDOH's consultants, and the inspection has a "failed" result; the Contractor shall pay to the PRDOH, as penalty, the amount of **\$500** for each "failed" inspection. Said sum will cover the cost of re-inspections to confirm the Contractor's work compliance with Program quality and performance requirements.

#### **Metrics, Milestones, and Performance**

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

- **Workmanship:** To be quantified by examining the ratio of total failed milestone inspections. The Contractor with the lowest ration will be assigned a higher weighted factor. The PRDOH's representatives will monitor all "rolling" failed inspections within last thirty (30) days. Performance may trend upward or downward over a given period;
- **Average Build Time:** Calculated as a measure of the total number of days from a notice to proceed<sup>3</sup> to passing a final inspection. The Contractor with the lowest average build time is assigned a higher weighted factor;
- **Work in Progress:** A measure of the amount of work the R3 Construction Manager currently has under contract for which a notice to proceed<sup>3</sup> has been issued, but a final inspection has not been completed. This value will be compared against initial baseline capacity that is established for the Contractor. Less work in progress means a higher capacity to be assigned more projects. The baseline may be adjusted over the life of the project based on actual performance of the Contractor;
- **Client and Homeowner Satisfaction:** This evaluation will be performed using customer surveys to the homeowner, owners and its representatives. A self-evaluation survey will be given to the Contractor to be used as an improvement tool for the Program. The survey results will be tabulated and valued to establish a composite score of the customers satisfaction. These results will be shared and discussed with the Contractor.

<sup>3</sup> 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.

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

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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**

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COVERAGE		LIMIT
I.	Commercial General Liability:	\$1,000,000.00
	• General Aggregate	\$2,000,000.00
	• Special Cover Asbestos Removal Contamination	\$1,000,000.00
	• Special Covering Lead Removal Contamination	\$1,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II.	Employer's Liability Stop Gap:	
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00

( ) 3. Crime Insurance

COVERAGE REQUIRED	
III.	Employee Dishonesty:
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
IV.	Forgery & Alteration Form:
	• Limit - \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
V.	Theft, Disappearance & Destruction (Inside/Outside):
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence
VI.	Computer Fraud:
	• Limit \$500,000 Per Occurrence
	• Deductible \$5,000 Per Occurrence

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(X) 4. Comprehensive Automobile Liability Form including the following insurance coverages

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00

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• Medical Payments - \$10,000.00
<b>The Commercial Auto cover must be applied to the following symbols:</b>
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

(X) **5. Professional General Liability and/or Errors and Omissions Policy**

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

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

(X) A.2 Limit:

(X) each occurrence \$1,000,000

(X) aggregate \$5,000,000

(X) deductible \$5,000.00

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

(X) **6. Cyber Liability**

Limit - \$5,000,000.00

(X) **7. Umbrella**

Limit - \$10,000,000.00

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(X) **8. Builder's Risk - 100% of Finished Value**

(X) a. Form for all risks including "DIC" and earthquake

(X) b. 100% total finished cash value for all finished construction, materials installed and/or stored on site including construction equipment and/or installation equipment provided by the "LHA".

(X) c. The "LHA" and the Government of Puerto Rico must be included as an additional insured.

*Die*

(X) **9. Payment and Performance Bond, Wage Payment Bond, and Labor Materials Payment Bond**

- (X) a. A document for the total cost of the project under contract.
- (X) b. The surety must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.
- (X) c. You must provide an endorsement on the Performance and Payment Bond to guarantee the payment of wages at the Department of Labor of the Government of Puerto Rico as an Obligated Guarantor under Law No. 111 which requires the provision of twenty percent (20%) of the total estimated cost of the project. Applies to the construction of projects that cost \$15,000.00 or more.
- (X) d. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the \*LHA with a Certificate of Re-Insurance Agreement listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.
- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.

(X) **10. Guarantee Bond for Materials and Repairs**

- (X) a. This bond guarantees the quality of the materials supplied and used in the waterproofing works subject to the owner's written specifications and also applies to the maintenance and repairs necessary to keep the project in good condition for a period of ten (10) years. The ten (10) year warranty only applies to structural works.

- (X) b. This bond must be within the penalty amount not to exceed:

50% of the value of the total cost of the project for the first 5 years, equivalent to \_\_\_\_\_ dollars.

2nd 35% of the value of the total cost of the project for the remaining 5 years, equivalent to \_\_\_\_\_ dollars.

- (X) c. Principal

- (X) Main Contractor
- (X) Roofing Contractor
- (X) Supplier of Roofing Materials

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*[Handwritten signature]*

- (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.
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#### 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.
- [Signature]*

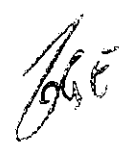
4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs 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.

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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.

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**F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5**


In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

**G. CERTIFICATE OF INSURANCE SECTION**

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

**DESCRIPTION OF THE SERVICES: Homeowner Repair, Reconstruction, or Relocation Program Construction Managers**

December 11, 2018  
Date

  
\_\_\_\_\_  
Arlyn Rodríguez Fuentes  
Insurance Section  
Secretary for Legal Affairs

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## HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

### General Provisions:

#### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED


Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

#### 2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed. APR

#### 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.

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#### **7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

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- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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.

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**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.

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The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

**12. AGE DISCRIMINATION ACT OF 1975**

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

**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. M2

**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.

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**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)**

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 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.

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**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

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Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE**

**(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973**

**(Applicable to contracts exceeding \$10,000)**

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

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  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;



- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act 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. *MPK*

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of



October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. *MPR*
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts



by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**25. CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS  
(Applicable to contracts exceeding \$100,000)**

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. *mm*
- 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.

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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. HYT
- 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.

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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). MIL
- 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.

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### **33. HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

### **34. PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its

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supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

### **35. WITHHOLDING OF WAGES**

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

### **36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

### **37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

### **38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any

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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.

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**45. VALUE ENGINEERING**

**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).

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**GOVERNMENT OF PUERTO RICO**  
**PROJECT LABOR AGREEMENT BETWEEN**  
**PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**  
**AND**  
**ANG CONSTRUCTION INC.**

**ARTICLE 1. —LEGAL BASIS**

This Project Labor Agreement (hereinafter, "Agreement") is hereby adopted in accordance and in compliance with Section 3 of Administrative Bulletin No. OE-2018-033, titled "Executive Order of the Governor of Puerto Rico, Hon. Ricardo A. Rosselló Nevares, to increase minimum wage for construction workers, implement laws that require the use of cement produced in Puerto Rico, and require the use of labor agreements in construction projects paid using public funds", enacted on July 30, 2018 (hereinafter, "OE-2018-033").

**ARTICLE 2. —PURPOSE**

The Government of Puerto Rico wishes to contribute to the economic welfare of construction workers, increase peace in the workplace and employee safety, and promote efficient and punctual performance of the Construction Project, as defined in Article 4 of this Agreement, in such a way that complies with the public policy set forth in OE-2018-033. In accordance with Section 4 of OE-2018-033, this Agreement shall promote these objectives and it exclusively: binds all contractors and subcontractors who participate in the Construction Project; contains tools to avoid interruptions based on labor disputes; promotes harmony in the workplace; provides uniform mechanisms to solve labor conflicts, and increases cooperation between contractors and workers in matters related to productivity and occupational safety.

**ARTICLE 3. —PARTIES TO THE AGREEMENT**

This document is a Project Labor Agreement entered into by Puerto Rico Department of Housing (PRDOH), as agency of the Executive Branch of the Government of Puerto Rico (hereinafter, "Agency"), and **ANG CONSTRUCTION INC.**, as a contractor who employs construction workers for the Construction Project (hereinafter, "Contractor"). Project Labor Agreement (AGENCY AND CONTRACTOR)

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**ARTICLE 4. —CONSTRUCTION PROJECT**

The Construction Project (hereinafter, "Construction Project") is described in the Agreement between PRDOH and the Contractor, to which this Project Labor Agreement is an attachment of.

**ARTICLE 5. —RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

This Agreement shall be binding on the Agency and on all Contractors at all levels who are part of the Construction Project, as defined in OE-2018-033 and Circular Letter No. 2018-01 of the Department of Labor and Human Resources (hereinafter, "DTRH" for its Spanish acronym). Contractors shall include a clause in any

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subcontract entered into during the term of this Agreement to the effect that their subcontractors, on all levels, shall be parties that are governed by this Agreement as to any work subcontracted within the scope of the Construction Project. Furthermore, all Contractors and subcontractors who are a part of the Construction Project, as defined in OE-2018-033 and DTRH Circular Letter No. 2018-01, shall include a clause in the contract in which they agree to comply with the provisions of this Agreement.

The Agency shall not be responsible for any violation of this Agreement. The Agency and any Contractor shall not be liable for violations to this Agreement committed by other Contractors. Liability of any Contractor under this Agreement shall be individual and shall not be joint liability ("mancomunada", in Spanish). The Agency and any Contractor shall not be liable for violations to this Agreement committed by another Contractor. It is further provided that the Contractor shall be responsible for compensating workers hired by subcontractors who did not comply with the minimum wage requirement.

Nothing in this Article shall limit the exclusive discretion of the Agency to determine what Contractor to award contracts to for the Construction Project. The Agency retains the authority to totally or partially cancel, delay, or suspend the Construction Project.

In addition to the provisions of this Agreement, in the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification of a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers for the Contractor, the liability of the latter shall be governed as expressly agreed in the appropriate collective bargaining agreement and/or relevant case law of the National Labor Relations Board.

#### **ARTICLE 6. —WAGES**

All workers covered by this Agreement shall be paid a wage of no less than fifteen dollars (\$15.00) per hour, in accordance with OE-2018-033, DTRH Circular Letter No. 2018-01 and Article 9 of this Agreement. In the event that the worker is entitled to earn a wage greater than what is contemplated under OE-2018-033, due to some federal or state law, the contractor and subcontractors shall be required to pay the higher wage. The Contractor shall put up the poster made by the DTRH as to minimum wage established under OE-2018-033 in a visible location in the Construction Project. It is further provided that the classification of a person as independent contractor shall not, in and of itself, be grounds to avoid the minimum wage provided under OE-2018-033.

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As provided by Section 3 of Law No. 17 enacted on April 17, 1931, as amended, known as "Wage Payment Law", workers shall receive compensation either in cash, by check, direct deposit, transfer, or credit to a payroll card, in intervals that shall not exceed fifteen (15) days. When a worker is terminated or resigns from his or her job during any day of the week, the Contractor shall pay the amount for the number of days worked, no later than the next official pay day in the manner agreed upon.

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If the provisions of Law No. 379 enacted on May 15, 1948, as amended, known as the "Law to Establish Work Hours in Puerto Rico", is applicable because there is no collective bargaining agreement in effect negotiated by a labor organization, the Contractor shall provide each worker with a pay stub containing the following information: name and address of the Contractor, name of the employee, position, dates and period of work covered by the payment, total regular hours and overtime, salary earned for regular hours and overtime; additions and deductions, indicating the reasons therefor; and the net amount received by the worker. The employer shall provide, within five (5) calendar days subsequent to payment, a check stub through a method that guarantees delivery in accordance with Article XV of DTRH Regulation No. 9017 enacted on April 4, 2018, "Regulations to Administer Law No. 379 enacted on May 15, 1948, as amended, known as the 'Law to Establish Work Hours in Puerto Rico'".

The Parties reaffirm their policy of non-discrimination in the workplace based on any of the reasons prohibited by law, as well as public policy, intended to promote equal pay for equal work in accordance with Law 16-2017, "Puerto Rico Equal Salary Act," and Law 61-2017. Furthermore, the Contractor acknowledges that he or she has consulted the "Uniform Guidelines for Self-Study as to Equal Salary in the Workplace" of August 10, 2017, in order to make any internal assessment to corroborate that it does not engage in salary discrimination of its employees based on sex.

Every other aspect of the legislation and federal and state regulations regarding how minimum wage is paid and what is considered to be work hours or time shall be applicable.

#### **ARTICLE 7. —PROCEEDINGS BEFORE THE LABOR AND HUMAN RESOURCES DEPARTMENT**

Any worker covered by this Agreement, by the provisions of OE-2018-033 and by DTRH Circular Letter No. 2018-01, who alleges a violation of the wage provisions may contact the DTRH's Work Regulations Bureau to report the violation. The DTRH shall initiate an expedited process to hear these claims for prompt decision in accordance with the Secretary's Memorandum No. 2018-05.

The Contractor shall cooperate with the Investigators of the Work Regulations Bureau and with any other employee or officer granted authority by the Secretary of the DTRH to investigate these claims. Furthermore, the Contractor shall be required to deliver payroll documents, a copy of the contracts or any other documents requested by said employees and/or officers with delegated authority.

In accordance with Law 115-1991, as amended, the Contractor shall not be able to terminate, threaten, or discriminate against any worker in relation to the terms, conditions, compensation, location, benefits, or privileges of employment based on the worker offering or attempting to offer any verbal or written testimony, statement or information, related to the rights given by the OE-2018-033, before the DTRH or any other judicial, administrative, or legislative forum, if said statements are not defamatory or constitute a disclosure of privileged information established by law.

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Nothing provided in this Article prevents workers from turning to the courts to enforce their rights, request any other legal remedies that are necessary to enforce the terms of the OE-2018-033, and compel compliance with the rules, orders, and determinations issued by the Secretary of the DTRH in the exercise of the powers given to the same under it.

#### **ARTICLE 8. —DISPUTE RESOLUTION**

The Contractor, as well as any other subcontractor, must take affirmative steps to solve labor controversies in order to avoid, but not prohibit, cessation of work, strikes, stoppages, or closures, which could put at risk the timely conclusion of the Construction Project. If, after attempting to solve the controversy internally, any of these conflicts materializes, both the Agency and the Contractor agree to notify the DTRH within a period of forty-eight (48) hours from conclusion of the internal resolution attempts. The DTRH shall send a DTRH mediator or arbitrator, within a period of two (2) business days from notice to the same, who shall attempt to solve the situation. The alternative conflict resolution process before the DTRH shall have priority and must be concluded within thirty (30) days from designation of the mediator or arbitrator.

Nothing provided in this Article prevents the parties from turning to any other judicial, administrative, or legislative forum to enforce their rights.

#### **ARTICLE 9. —SAFETY AND PROTECTION REQUIREMENTS**

At the Construction Project site, each Contractor must comply with and maintain the current safety requirements in accordance with the applicable state and federal rules and regulations, including the ones promulgated by the Puerto Rico Occupational Safety and Health Administration ("PR OSHA"), an entity under the DTRH.

Within sixty (60) days of signing the agreement, the Contractor must contact PR OSHA to request training regarding the occupational safety and health standards which must be implemented during the course of the Construction Project.

Furthermore, each Contractor must make sure that non-skillful workers ("obrerros no-diestros" in Spanish) participate in training programs regarding subjects that are relevant to the construction industry, related to construction codes, safety, permits, among others, in accordance with the procedures and guidelines issued by the Office of Management and Permits of the Government of Puerto Rico ("OGPe," for its acronym in Spanish) in this regard. Compliance with said training programs shall be an indispensable requirement for non-skillful workers to be able to continue earning the minimum salary of fifteen dollars (\$15.00) per hour provided in the OE-2018-033 and interpreted in DTRH Circular Letter No. 2018-01. It shall be the responsibility of each Contractor to comply with the duties and guidelines issued by the OGPe in this regard.

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#### **ARTICLE 10. —UNIONS**

The implementation of the provisions of this Agreement shall not be considered as the recognition by the Contractor or the Agency of a labor union as the exclusive union representative of any group of employees at the shop, in accordance with Section 9 of the OE-2018-033.

In the event that there is a collective bargaining agreement between the Contractor and an exclusive union representative of its employees, or a certification from a relevant forum establishing a labor union as the exclusive union representative of the workers or group of workers of the Contractor, it shall be the responsibility of the latter to negotiate work conditions and the controversy resolution process with the union representative. Therefore, the relationship between the Contractor and the workers shall be governed by the specific agreements in the corresponding collective bargaining agreement and/or relevant case law of the National Labor Relations Board, in all parts and sections that are not incompatible with the Agreement.

#### **ARTICLE 11. —APPLICABILITY TO EMPLOYEES**

The provisions of this agreement apply to all (skillful or non-skillful ("diestro o no diestro", in Spanish) construction workers who perform manual or physical duties in the Construction Project, as defined in the OE-2018-033 and the DTRH Circular Letter No. 2018-01. The following persons are not subject to the provisions of this Agreement, even if they perform Construction Project duties:

a. "Professionals", "executives", and "administrators", as defined by the Regulations of the DTRH No. 7082 dated January 18, 2006, known as "Regulation Number 13 — Fifth Revision (2005)."

b. Employees who do not directly perform manual or physical duties in the Construction Project, only performing duties in connection to public work, such as: security/surveillance area monitors, timekeepers, mailpersons, office works, secretaries, messengers, guards, accounting duties (payroll, bookkeeping), technicians, receptionists, switchboard operators, electronic data processing, record keepers, and other analogous duties, and all other employees who only perform administrative duties.

c. Employees of the Agency, or of any other state entity, even if they work at the Construction Project site while it is in progress.

#### **ARTICLE 12. —APPLICABILITY TO ENTITIES**

This Agreement shall be available and shall be fully applied to any winning bidder for the Construction Project who becomes the signer of the same, regardless of whether or not it performs work in other projects. This Agreement shall not apply to the work of any Contractor performed in other projects. Furthermore, it shall not apply to the headquarters, subsidiaries, or affiliates of any Contractor, which does not participate in the Construction Project directly.

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Work conditions under this Agreement shall not apply to the Agency, nor to any other public entity, and nothing contained in this document shall be interpreted to prohibit its employees from working in or outside of the Construction Project location.

**ARTICLE 13. —SEVERABILITY**

If any part of this Agreement is nullified, found to violate the law, or to potentially result in the loss of all or part of the Construction Project financing, it shall be considered temporarily or permanently null and void. However, the rest of the Agreement shall remain in full force and effect to the extent allowed by law. It is the express and unequivocal will of the Parties that the corresponding forums enforce the provisions and the application of this Agreement to the greatest extent possible, even if any part of it, or its application to any person or circumstance, is revoked, nullified, invalidated, affected, or declared unconstitutional.

**ARTICLE 14. —EXCLUSIVITY OF AGREEMENTS**

This document contains the only agreements of all signers in relation to the labor conditions governing the Construction Project and replace any other agreement between the parties regarding labor conditions which would otherwise completely or partially apply to the Construction Project. It shall not be required for any Contractor to execute another agreement regarding labor conditions as a requirement to carry out Construction Project.

**ARTICLE 15. —EFFECTIVE PERIOD**

This Agreement shall come into effect immediately upon being approved and signed by (1) the Agency appointing authority and (2) the Contractor. It is understood that this Agreement, along with all of its provisions, shall remain in effect for the entire Construction Project until it is concluded, even if it is not completed before the agreement expiration date.

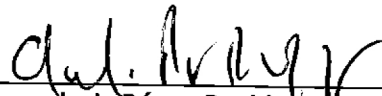
**AND SINCE THEY ARE IN AGREEMENT AS TO THE FOREGOING**, the parties sign this Agreement on 22 November, 2019.

**DEPARTMENT OF HOUSING**

**ANG CONSTRUCTION INC.**



Fernando A. Gil-Enseñat, Esq.  
Secretary



Armando L. Pérez Rodríguez  
Authorized Representative

