



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR
INCREASE CAPACITY - PROGRAM MANAGEMENT SERVICES
HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF
REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF)
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ICF INCORPORATED, LLC**



This **AGREEMENT FOR INCREASE CAPACITY-PROGRAM MANAGEMENT SERVICES HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF)**, (hereinafter referred to as "**Contract or Agreement**") is entered into in San Juan, Puerto Rico, this 14 of December, 2022, 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 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act" ("**Organic Act**") with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ICF Incorporated, LLC** (hereinafter, "**CONTRACTOR**"), with principal offices in Reston, Virginia, herein represented by Dorothy A. Shields, in her capacity as Senior Director-Contracts, of legal age, single, and resident of Fairfax, Virginia, USA, 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 on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the 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, under the Bipartisan Budget Act of 2018, signed into law on February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

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

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

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

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

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

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

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

WHEREAS, the PRDOH is interested in contracting highly qualified program management firms to provide Program Management Services to the Homeowner Repair, Reconstruction or Relocation Program (**R3**), Blue Roof Repair Program (**BRR**), and the Single-Family Housing Mitigation Program (**SF-MIT**). This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD, and applicable federal and local requirements, rules, and regulations, as well as in PRDOH's objectives of the Action Plans, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on January 21, 2022, the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2022-02 (hereinafter, "**RFP**") to Increase Capacity for Program Management Services for R3, BRR, and SF-MIT Programs, and other CDBG-DR/MIT funded programs under the current Action Plans and subsequent action plans, as well as for the future allocation of funds. This request was placed through the "Registro Único de Subastas del Gobierno" ("**RUS**") and the CDBG-DR Program website. Through this procurement process, the PRDOH received five (5) proposals. The proposals were evaluated by an Evaluation Committee appointed by the PRDOH.

WHEREAS, on May 25, 2022, ICF Incorporated, LLC submitted a proposal (hereinafter, "**Proposal**"), which fully complied with the requirements set forth by the PRDOH in the RFP.

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WHEREAS, the PRDOH desires to enter into an agreement with ICF Incorporated, LLC to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing, and able to provide the requested services contemplated under this Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR/MIT Programs, and the current Action Plans, to enter into this Agreement.

WHEREAS, the CONTRACTOR has duly adopted a Resolution dated March 22, 2022, authorizing its Authorized Representative, Dorothy A. Shields, to enter into this Agreement.

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 an hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment C**) 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	Contractor's Proposal
Attachment B	Scope of Work
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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 on December, 14, 20²⁵.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twenty-four (24) months**, or expressed in days, **seven hundred and thirty (730) days** upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

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III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** 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 the CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

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- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
 - B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIFTY-ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND EIGHTY-FOUR CENTS (\$51,169,859.84)**; **Account Number: MITH07SFH-DOH-LM-6090-01-000/R02H07RRR-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** and **Attachment D**.
 - D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
 - E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
 - F. The services rendered under the Agreement, shall be payable within forty-five (45) business days from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within five (5) business days. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next forty-five (45) business days.
 - G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
 - H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grants. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grants or programs, the

CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- 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 hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

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and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other locally applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

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- A. Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other locally applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT programs; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT programs regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

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

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

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

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

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

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.

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- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, to:
1. repair or replace Deliverables that do not meet specifications;
 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. pay liquidated damages for any past due Deliverable; and
 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

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- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR/MIT Programs by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future payment otherwise due CONTRACTOR for services rendered under this Agreement, an amount adequate to cover damages resulting from CONTRACTOR'S

abandonment. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar 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) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **\$150.00** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **\$1,500.00** established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments B** and **Attachment D**. 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) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

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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 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 Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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

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

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

B. Endorsements

Each insurance policy maintained by the CONTRACTOR 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 a waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents, and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5)

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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 Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT programs prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance**.

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

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees 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, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The 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.

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XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

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

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

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

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes, and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses, and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to the 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. William O. Rodríguez Rodríguez, Esq. Secretary Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
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To: CONTRACTOR	Dorothy A. Shields Senior Director-Contracts ICF Incorporated, LLC 1902 Reston Metro Plaza Reston, VA 20190
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XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. 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

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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.

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- B. Compliance with Executive Order 24:** Pursuant to Executive Order 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

PRHOD hereby acknowledges and confirms that CONTRACTOR is an agent and acting on behalf of PRHOD for purposes of the sales and use tax exemption provided to the Government of Puerto Rico pursuant to the provisions of Section 4030.08 of the Internal Revenue Code for a New Puerto Rico (13 L.P.R.A. § 32058)

G. 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".

H. 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.

I. Compliance with Act No. 168-2000, as amended, 8 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."

J. 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.

K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

L. Ethics. CONTRACTOR also acknowledges receipt and agrees to obey with the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

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

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

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

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

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

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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. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 2021-029 and CC 013-2021 will result in the termination of this agreement.

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- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
- D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

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

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

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

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

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

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

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and CONTRACTOR will have the obligation to

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reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

XXIX. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies relating to CDBG-DR/MIT Programs and CDBG Program services. This includes without limitation, applicable Federal Registers; 24 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

XXX. CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT programs specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXXI. SECTION 3 CLAUSE

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

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

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

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availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.

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

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

XXXII. 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

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extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and 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.

XXXIII.EQUAL OPPORTUNITY

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- 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.

XXXIV.SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
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- 3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

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

XXXV. 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.

XXXVI.SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXVII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

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XXXVIII. 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.

XXXIX. 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.

XL. 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.

XLI. ENTIRE AGREEMENT

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

XLII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, which would be applicable to this Agreement without representing a change that adversely impacts CONTRACTOR nor requires a formal amendment to this Agreement, the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLIII. 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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XLIV. 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.

XLV. 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.

XLVI. ORDER OF PRECEDENCE

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

XLVII. 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.

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

A. Consolidation or Merger

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

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information

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related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

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

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

C. Dissolution

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

XLIX. 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.

L. FEDERAL FUNDING

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

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LI. RECAPTURE OF FUNDS

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

LII. 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.

LIII. 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.

LIV. COUNTERPARTS

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

LV. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]**

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

PUERTO RICO DEPARTMENT OF HOUSING

ICF INCORPORATED, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 14, 2022 17:41 AST)

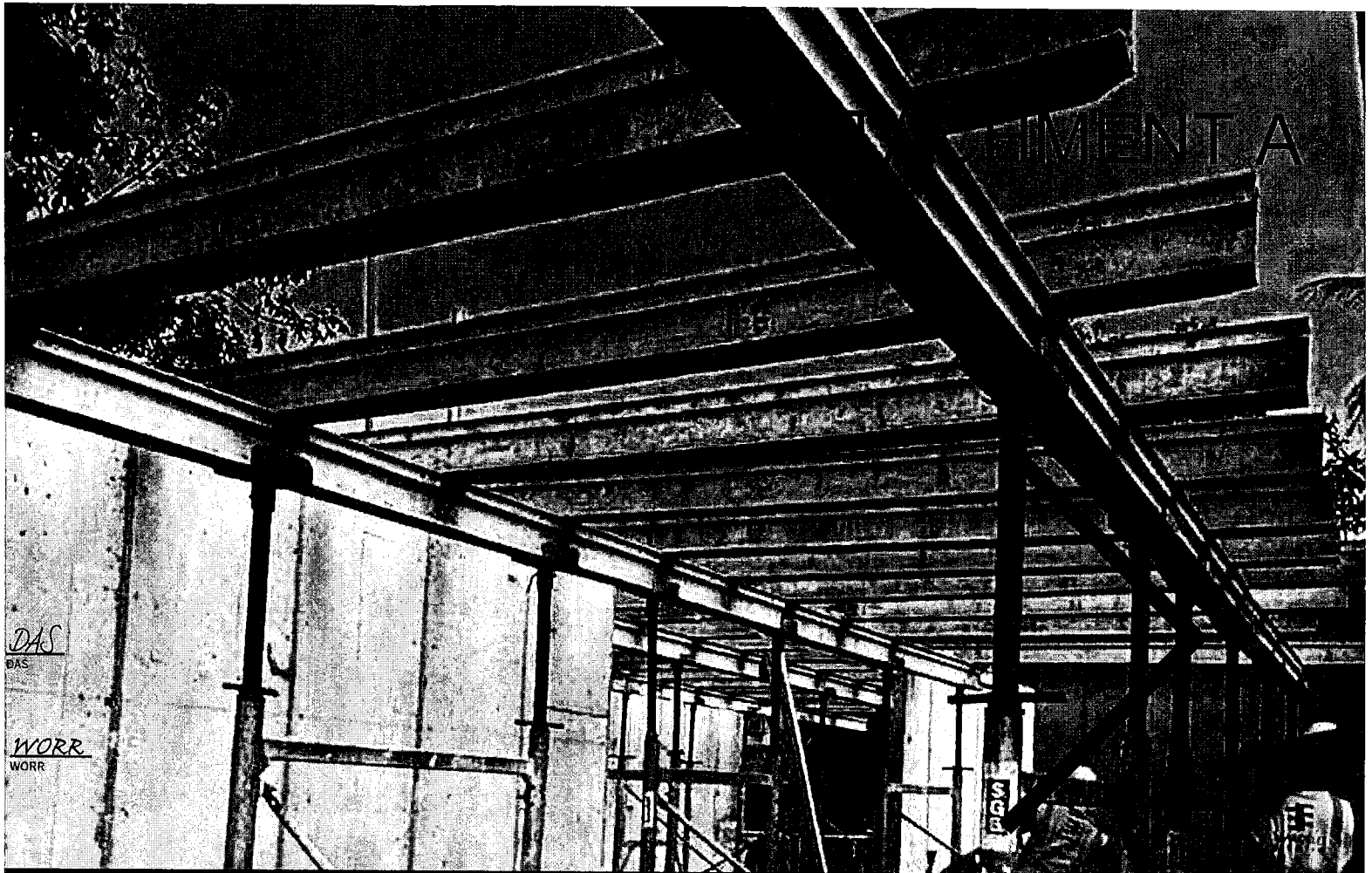
Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Dorothy A. Shields
Dorothy A. Shields (Dec 14, 2022 16:10 EST)

Dorothy A. Shields
Senior Director-Contracts

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6 Work Approach



6 Work Approach (RFP 6.2.3, 7.5)

6.1 Understanding and Overall Implementation

Each time a homeowner opens the door of a Home Repair, Reconstruction, or Relocation Program (R3) construction complete represents an opportunity for them to live in a safe, resilient dwelling. But that door opening signifies more: It reflects the fast start and seamless process the Puerto Rico Department of Housing (PRDOH) created to ensure that such moments would happen—and would happen for 3,100 applicants (and counting). PRDOH has reached this milestone despite persistent challenges: a global pandemic, construction supply chain delays, and political pressures. In fact, every dollar PRDOH invests in the program must achieve multiple ends: to produce homes quickly and safely and to get applicants in those homes; to do so in compliance with complex federal and local regulations and codes and prevent clawbacks; and to drive economic recovery through workforce development.

ICF is well-qualified to continue to work with PRDOH in providing applicants a smooth process that provides resilient homes as we have for the last 3 years. PRDOH can depend on ICF to continue delivering the most construction completes for Puerto Rico because we will work together to continually plan and adapt to get people out of harm's way or back in their own homes.

ICF will use our understanding of current R3 Program guidelines and experience with R3 applicants to work with PRDOH in developing processes for the two new PRDOH programs: Blue Roof Repair Program (BRR) and Single-Family Housing Mitigation Program (SF-MIT). We recognize that this expansion of the R3 Program requires new approaches, and our solutions will ensure PRDOH's continued success in providing benefits for applicants in the Single-Family Housing Programs. Our solution builds on three themes—presence, efficiency, and progress—described below.

ICF presents a winning strategy for R3 Program expansion



Presence

100% Puerto-Rican
team focused only on
PRDOH goals

Presence. The ICF Team is 100% local. Every team member is Puerto Rican and bilingual in English and Spanish. The team is always available to PRDOH to serve applicants' needs—by conducting homebound appointments, collecting documents, helping applicants with technology, and working alongside construction managers., This results in more local jobs, with increased knowledge and skill building for Puerto Rican employees and subcontractors.



Efficiency

Consistent Advancement
of cases; applicants are
served and satisfied

Efficiency. The ICF Team will build upon PRDOH's proactive refining of the R3 workflow to get the work done more efficiently and with higher customer satisfaction for all Single-Family Housing Programs. We will increase our focus on applicant outreach to proactively convey expectations. An applicant's understanding drives satisfaction, reduces complaints, and decreases the burden on PRDOH.



Progress

Continual Adaptation
to get the work done
for PRDOH

Progress. ICF has the experience and understanding to successfully assist Puerto Ricans to navigate all phases of the program. Progress requires planning, anticipating roadblocks, changing course, and fostering continuous improvement. ICF will continue to work with PRDOH to find solutions to implementation barriers, including those that affect an applicant's experience or potentially provide unequal treatment to applicants. As program needs or goals change, we will respond quickly, adjusting the plan and adapting to the new focus.



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Program Type	Guidelines	Implementation Approach
Repair	Homes with an estimated cost of repair of \$60,000 or less (or 50% of the appraised value if in the floodplain) will be repaired in place.	Most applicants want to stay in their homes, so we will perform a cost-reasonable analysis as applicable. To improve communication, the same Case Managers will be with the applicants from intake to closeout to explain the responsibilities and next steps. To efficiently process homes, the same inspector will be with the applicants from damage assessment to construction complete.
Reconstruction	Homes destroyed or with an estimated cost of repair of more than \$60,000 will be reconstructed within the same parcel. This is only allowable in the floodplain if required elevation is 5 feet or less.	As with repair, the same Case Manager and inspector will be with the applicant from intake to closeout. ICF will work with construction managers (CMs) on various lot size design so more homes can be reconstructed and not relocated. Inspectors will work with the CMs in completing their surveys, design, and specifications while Tier 2 is underway to expedite obtaining a Notice to Proceed (NTP).
Relocation	If site conditions do not allow reconstruction or if the applicant does not want to rebuild in the same parcel, applicants may choose relocation.	As with repair and reconstruction, the same Case Manager and inspector will be with the applicant from intake to closeout. Case managers will receive specialized training to communicate the relocation process thoroughly and effectively to the applicants.
Blue Roof Repair Program	Reduces the number of remaining blue roofs, making homes more habitable, and able to withstand future storms.	The Data Analyst will cross-reference the list of potential BRR applicants with the list of active R3 applicants. After verification, Customer Service Representatives will use various communication methods to contact potential applicants. Case Managers will work with applicants to verify documentation for eligibility; explain next steps; and stay with the applicant through the entire process.
Single-Family Housing Mitigation Program	Prioritizes uninhabitable households due to recent hazardous events, households facing immediate threat due to damages from recent events, substantially damaged households, and R3 applicants in a high-risk area.	Customer Service Representatives will use various methods of communication to contact potential applicants. Case Managers will verify documentation for eligibility; explain next steps, including applicant responsibilities; and stay with the applicant through the entire process.
Housing Counseling	Available to applicants for financial or credit counseling and aids in understanding home ownership. Case managers will inform applicants of the housing counseling program and refer them within Canopy.	The Senior Case Manager will meet with each housing counseling agency at the start of the program and train case managers and customer service representatives on the housing counseling offerings available to assist the applicants. The intake centers will offer brochures containing the services offered from the agencies.
Title Clearance	Assists Puerto Ricans to address their legal property rights related to heirship and other property title changes. Cases will be automatically referred to title clearance in Canopy, per criteria.	For eligible non-traditional cases, the Case Manager will refer the applicant in Canopy to the Title Clearance Program and mail the applicant the referral notification. Case Managers will assist applicants in communicating with the Title Clearance Program and be available if staff have questions or requests.

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6.2 Operations Start-up

As ICF has demonstrated in our R3 Program and City Revitalization Program contracts, we will comply with all key personnel requirements within 2 weeks of contract signing and have an intake center ready within 30 days. ICF is prepared to perform work in all 78 municipalities. The intake center will be accessible to applicants within each ICF assigned region, comply with the American Disabilities Act (ADA) requirements, offer adequate parking and approved signage.

6.3 Management Plan

6.3.1 Task 00: General Program Management and Administration (Hourly Rate Task)

6.3.1.1 Key Staff

Need—To have a team based on-island ready to deliver consistent, effective, and compliant services from project start.

Timeline—All staff trained and dedicated to the program within 2 weeks of contract.

Approach—Having the most qualified key personnel on board is essential to successful project implementation. To this end, ICF has sought teaming partners and staff—both new and from our existing R3 Program—who meet and exceed qualifications for the Single-Family Housing Programs. We have already engaged in recruiting and candidate evaluation to find ideal staff members for each key staff position.

Appendix A includes resumes for all 12 required key staff members. In addition to key staff, we will have other staff on board to meet PRDOH's goals at launch, including administrative staff, CSRs, case managers, and quality assurance/quality control (QA/QC) specialists.

Element of Our Staffing Approach	Benefits to PRDOH
100% on-island presence with reach-back to globally recognized experts	Our staff can meet with PRDOH at a moment's notice, and also have access to experts with new ways to solve hard problems.
100% Puerto Rican staff	We can communicate with and relate to people being served in their own language.
Current leader in R3 Program award meetings conducted, NTPs issued, and construction completed	Our knowledge of R3 will get applicants and constructions complete in all Single-Family Housing Programs.
Trusted subcontractor relationships	Two of our three subcontractors are valued contributors on our existing team, familiar with the R3 Program already; we know their work will be done right the first time.
Lessons learned and best practices developed and shared, side-by-side training from those performing the role, and specific team members moving to the new project	The incoming team will learn from the existing team to deliver efficient results with minimal mistakes.

Our approach includes ensuring that the management team undergoes disaster recovery program management-specific training through ICF's Disaster Management Academy. These training programs help build ICF-specific project management skills like financial, risk, and stakeholder management, and also provide one-on-one support to learn best practices and lessons learned from other project managers within the division.



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These training opportunities help build and retain the management team to consistently deliver for PRDOH. Additionally, these team members will recommend and organize training for the team on PRDOH policies and project-specific procedures used to implement the work.



ICF's rapid staffing approach enables scale in Puerto Rico.

ICF has consistently demonstrated the ability to scale to meet staffing needs without disruption. We can easily staff a incoming team and scale that team as needs require.

We presently maintain over **200 disaster recovery employees** on the island with more than **95% being Puerto Rican.**

We have a significant pipeline of professionals who have applied for jobs with the ICF's past and ongoing projects, and we can claim an **average time to hire of 15 days.**

6.3.1.2 Operational Support

The start of this expanded capacity contract provides PRDOH an opportunity to re-evaluate how to serve applicants faster and more efficiently through revised guidelines, processes, or documentation. Our Program Manager will work with PRDOH and the grant manager to develop the processes for all Single-Family Housing Programs. The Deputy Program Managers; Complaints, Reconsideration, and Warranties Coordinators (Complaints Coordinators); and QA/QC specialist are transitioning from our existing R3 team to infuse lessons learned to operationalize these Single-Family Housing Programs. With the support of these transitioning team members and our original initial team leadership, we will help identify program enhancements.

We recommend holding periodic workshops with PRDOH, the grant manager, and existing and newly selected Program Managers to brainstorm, share solutions, identify risks, and understand the opportunities for improvement. The outcome of this workshop will be program policy and procedure revisions documented through the change management process. By collaborating, PRDOH will know goals are understood and will be achieved, which will be especially critical for launching new application intake. The ICF Management team will be available to conduct training sessions, attend all PRDOH training sessions and train the entire team.

To report activities achieved, identify potential challenges, and review staff efforts, the Program Manager will utilize PRDOH's template to complete monthly reports submitted with our invoices. Invoices will include all necessary backup documentation to keep funds flowing quickly via accurate and timely invoicing.

ICF will include a success story in each of our monthly reports to assist PRDOH in publishing positive progress for the program. ICF coordinated with PRDOH's outreach firm early in the R3 Program to help frame success stories and how to best solicit possible applicants to highlight. This approach increased R3 Program applications because hesitant potential R3 Program applicants often apply once they see that a neighbor or trusted friend has benefited from the program.

Efficiency  **PRDOH can count on ICF to have exceptional, trained, and qualified staff to meet program goals.**



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Although these reports document our efforts, they will not replace ongoing communication with the grant manager, which will include progress meetings, alerts of

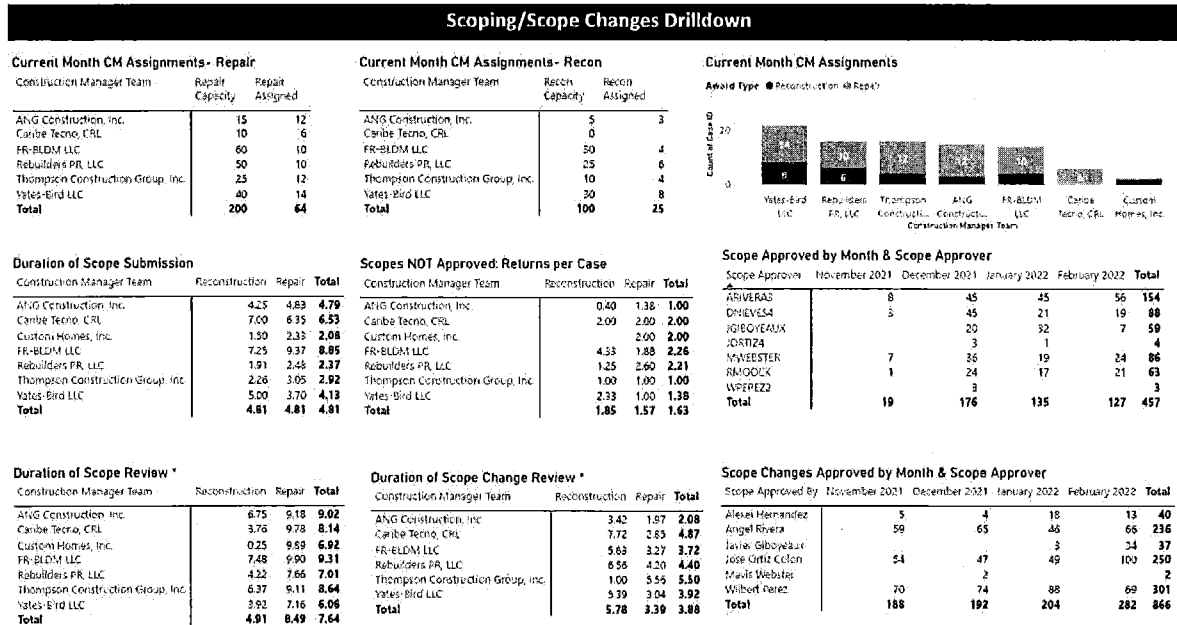
Progress Program Managers collaborate with PRDOH on common reconsiderations to create a change management process to revise the program guidelines and/or user guide.

operational issues, periodic check-in phone calls, and preparation of ad hoc reports and forecasts. Our goal is to keep parties informed and continually work together to make progress. The Operations Manager will use the performance metrics shown in the dashboard below when assigning cases.

By reviewing and providing insight on their tracking, reporting, and operational methods, the Operations Managers will assist the Construction Managers in reaching PRDOH's performance metrics and goals. If construction managers' report to other Program Managers, we will work with those Program Managers to ensure that construction managers are not assigned cases over their bonding capacity.

The Operations Managers will work with the grant manager to evaluate the performance of the CMs or other vendors. If a CM or other vendor is not meeting program expectations or requirements, the Operations Managers will hold a training workshop. If the vendor remains out of compliance, the Program Manager will draft a formal performance improvement plan (PIP) for PRDOH's review. The PIP will then be given to the vendor. The Operations Managers will use a dashboard like the one shown below to monitor vendor progress and provide performance updates to PRDOH.

ICF uses a dashboard to monitor vendor performance and progress.



We will continue to work with the grant manager and/or the other Program Managers to find solutions that consistently improve applicants' experience in the Single-Family Housing Programs. As Canopy is the means to collect all applicant data and demonstrate compliance to HUD, it is critical we use it properly to meet PRDOH's needs and provide the right information within the system.

ICF's recommendations increase productivity...

ICF helped establish a Canopy Working Group among the R3 Program Managers to identify and discuss system improvements such as instituting daily Canopy exports that are auto-delivered to users.

This capability has allowed PRDOH to benefit from supplemental reports outside Canopy to identify and resolve bottlenecks faster, increasing productivity. We recommend instituting these daily exports and Canopy Working Group meetings for this increased capacity contract.



The Program Manager will notify PRDOH of any information requests from HUD, the Office of the Inspector General (OIG), or any other entity. When PRDOH receives a request from HUD, OIG, or any other entity, the Program Manager will ensure that the request is responded to in writing within the requested timeframe.

6.3.1.3 Program and Project Management

ICF will take the lessons learned from our existing team in the R3 Program and apply them to the Single-Family Housing Programs—whether we are assigned 2,000 or 10,000 cases. Achieving those goals demands successful program management, which builds on a plan and a team that can balance the work in a way that is steady and demonstrates consistent and constant progress. By focusing on the entire workflow and not just singular metrics that may change over time, we can deliver



The ICF Team will plan for continuous advancement of cases on a predictable timeframe, communicating expected timeframes to applicants and improving real-time customer satisfaction.

ICF Outperforms Housing Peers in Puerto Rico

Among our peers contracted to implement PRDOH's R3 Program, ICF is leading in task orders issued, notices to proceed, and project completion.

4,470 eligibility letters sent

Nearly **1,600** construction notices to proceed issued

1,100 constructions complete

consistent outcomes for applicants, not piecemeal bursts of success.

A successful team prepares and manages the work with a measurable, efficient throughput model for the entire project lifecycle. Such a model, which is shown on the following page, will allow PRDOH to see and predict the programs' progress.

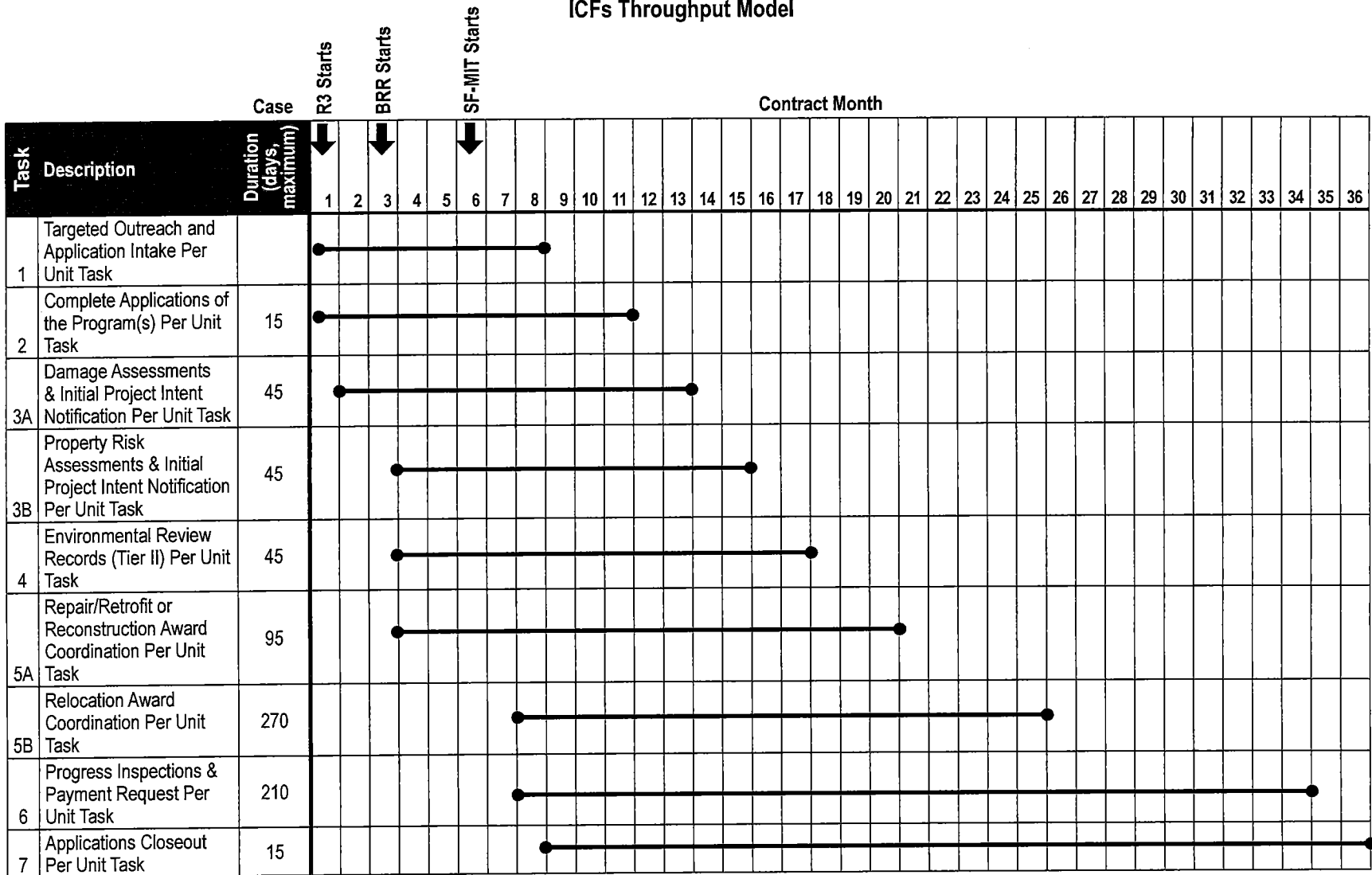
ICF's throughput model assumes that we are assigned 3,250 existing R3 Program cases immediately upon award, initiate intake for 1,750 BRR cases in month 3; and initiate intake for 5,000 SF-MIT cases in Month 6, addressing the 10,000 cases identified in the RFP. This plan, and particularly the monthly volume, would depend on the quantity and timing of cases assigned, which would affect the number of support staff (e.g., case managers, CSRs, QA/QC specialists) hired. During contract negotiations, ICF will work with PRDOH to understand the case quantities, expectations, and goals to adapt the current throughput model for all Single-Family Housing Programs.



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ICFs Throughput Model



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- Notes and Assumptions**
1. Typical Case Durations for Project Intents: Repair-9 months, Reconstruction-15 months, New Property-10 months, Acquisition/Demo-15 months, MIT-15 months.
 2. Assumes that we are assigned 3,250 existing R3 Program cases immediately upon award, initiate intake for 1,750 BRR cases in Month 3; and initiate intake for 5,000 SF-MIT cases in Month 6.
 3. Program Management (Task 00) tasks not shown in schedule; those subtasks extend the duration of the contract.
 4. A schedule for additional services is not shown here as those are to be conducted as required and cannot be scheduled in advance.



To manage throughput, the ICF Team annotates data from Canopy to produce dashboards and reports to support decision-making. We use dashboards, along with the Canopy filters, to detect and solve roadblocks, evaluate progress and compliance with deadlines, and predict future progress. Dashboards also allow us to accurately forecast milestones and goals, and set manageable goals for case managers.

The project management leadership is responsible for determining staffing needs, hiring, assignments, and subcontractor oversight. Contract-specific case quantities and timelines will drive staffing levels. Our Program Manager and Deputy Program

Managers will make decisions on team priorities to meet overall program goals while addressing ongoing daily special requests, operational reporting needs, appeals management, and compliance requirements tracking. As mentioned in the operational support section above, ICF will prepare PIPs for vendors when applicable.

A steady workflow and efficient operations require planning for the unexpected, which is why we will have at least three people cross-trained to perform every program function.

Ensuring ongoing progress requires assigning responsibility to those in a position to make it happen. The key personnel play a critical role in all project management subtasks listed in **Attachment 1: Scope of Work (SOW)**, and the division of responsibility for those subtasks is shown below .

Progress →

Proper planning means PRDOH can depend on the ICF team to flexibly respond to unanticipated requests, shift priorities or simply handle staff vacation time without normal operations slowing down.

Program Manager—Providing project management services for assigned applications; handling portfolio management processes and tools; establishing timelines, goals, metrics, and deliverables; while working with agencies/municipalities as needed

Deputy Program Managers (2)—Tracking project schedules; providing construction contract oversight; managing acquisition, demolition, and clearance activities

Regulatory Compliance Officer—Monitoring, planning, and verifying compliance; monitoring construction contractor compliance; responding to audits and monitoring requests

Operations Managers (2)—Managing all property assessment and construction oversight activities, including CM oversight and evaluation

Complaints, Reconsiderations & Warranties Coordinators (2)—Training customer service team; overseeing applicant satisfaction; coordinating appeals management

Special Inspectors (2)—Handling CM contract and design compliance, construction appeals and warranty assistance and specialized engineering guidance

Safety Officers (2)—Providing safety oversight (e.g., OSHA construction safety); monitoring construction activities; supporting inspection and wage compliance interviews and approved subcontractor verification at job sites

Regular communication allows us to predict and resolve issues and manage the team effectively. Conversations and awareness are what prevent five people asking five different people to answer a case issue. Thus, we carefully manage the volume of meetings and select participants to maximize progress. We anticipate these meetings and conference calls will occur to communicate and manage each step of the workflow.



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By scheduling meetings with the right staff and at the right intervals, we ensure that teams and individuals remain informed about progress, achievements, challenges, and solutions.

Meeting Type	Frequency	Attendees	Goal
Internal Management Tracking and Planning	Twice per week	Program Manager, Deputy Program Managers, Operations Managers, Regulatory Compliance Officer, Complaints Coordinators, senior case managers	Discuss goal progress, solve bottlenecks, establish priorities, and address case situations.
Case Management Meeting	Once or twice per week	Senior case managers, case managers, CSRs, administration, QA/QC specialists	Share program updates such as new or changed policies, goals, and priorities. Discuss recent QC items for prevention. Assist each other.
ICF Team Meeting	Once or twice per month	Entire ICF Team including subcontractor staff	Share program updates, discuss priorities, goals challenges and successes.
Inspection Team Meetings	Weekly	Operations Manager(s) and inspectors, QA/QC specialists	Update team on changes to policies or guidelines, guide team on addressing recent challenges with damage assessments/inspections, and prepare team for changes in throughput.
Environmental Meeting	Every 2 weeks	Deputy Program Manager(s), environmental team members, grant manager	Discuss environmental inspection and report progress. Solve common barriers to progress or quality. Alert team to any changes to policies or guidelines and work together on unique cases.
Customer Service Meeting	Daily	Complaints Coordinators and CSRs	Set aside daily time to clear out the complaints inbox. Manage call volume and assignments and hear about new applicant concerns, questions, or news.
Construction Scope Coordination	Weekly	Operations Manager, QA/QC specialists, CM	Move scopes of work (SOWs) and scope changes by discussing and solving the approach or documentation issue allowing approval.
Construction Inspection Coordination	Weekly	Project coordinators, inspectors as needed, CM	Plan for inspections and forecasts for construction complete to keep cases moving.

In addition to internal meetings, the Program Manager will ensure that proper staff attend and are prepared for meetings with PRDOH and/or the grant manager. For example, we will attend monthly safety meetings, task-specific meetings, CM and vendor status meetings, and overall project status meetings. See **Section 6.3.1.4** for details on CM, Financial, and Regs Compliance.



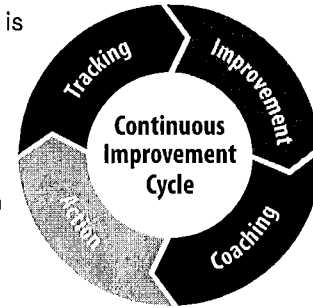
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6.3.1.4 Design, Construction, & Statutory Compliance/Construction Control, Monitoring, & Statutory Compliance

One of the most important elements when implementing a federal program is a thorough monitoring and compliance plan to ensure regulations are being followed, tracked, and documented.


To improve efficiency and plan for quick progress at contract initiation, the Regulatory Compliance Officer will modify ICF’s existing internal R3 Program procedures with the management team to prepare a separate compliance and monitoring plan for each of the Single-Family Housing Programs.



The CMs will submit their subcontractor’s information for the Operations Manager to review and approve prior to any work being performed. The Operations Manager will ensure the subcontractor is not disbarred and has the appropriate experience to conduct the work. Special Inspectors will periodically monitor the subcontractors to determine if the quality of work meets program standards and will recommend to PRDOH any changes in their status if needed.

To monitor that CMs are complying with Puerto Rico wage requirements, the Regulatory Compliance Officer will provide the Safety Officers a random sample of active construction sites each quarter to conduct interviews. Additionally, the Safety Officer will inform the Operations Manager if any unapproved subcontractor is performing work, any safety and other quality of work concerns. The Operations Managers will provide a written report to PRDOH of any non-compliance concerns.

ICF Safety Officers are proactive in identifying common safety risks to the CMs. The Safety Officers will conduct onsite visits to ensure Occupational Safety and Health Administration (OSHA) and safety standards are being followed. The Safety Officers will notify the CMs of any noncompliant practices with a deadline for providing follow-up information. If not cleared, the Safety Officers will notify PRDOH of the findings. For more critical safety-related observations, immediate communications will be made to the CM.

Efficiency  **Creating a culture of safety and showing the subcontractors how to protect their workers in compliance with OSHA requirements is the goal of our Safety Officers when in the field.**

A Special Inspector will review the CMs’ proposed product submittals against guidelines, green building standards, and other applicable standards. A Special Inspector will evaluate CMs’ model homes against their contract, applicable building standards, feasibility and cost reasonableness. The Special Inspector will work with the CMs to design homes for applicants that have a small lot. The Operations Manager will perform a final review before submitting it to PRDOH.

From site-walk to construction complete, inspectors will ensure the work complies with approved specifications; applicable building standards; environmental requirements; and local, state, and federal regulations by performing site visits alongside the CMs. The operations team will work with the environmental specialist to provide CMs guidance on activities for flood zone determination, elevation



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surveys, and compliance. Additionally, the data analyst will create a tracker for the Operations Manager to monitor CMs' construction progress, schedules, quality of work, cost analyses and other needed activities to drive progress and ensure compliance.

Change orders will be reviewed by the same inspector who completed the site walk and will be approved or returned within 3 calendar days. The Operations Manager will train the CMs on proper documentation, photos, and justification needed when submitting change orders. This training will allow scope changes to be approved quickly, minimizing construction delays.

The Regulatory Compliance Officer will provide quarterly reports on Section 3 and Minority/Women Business Enterprise (MBE/WBE) goals and accomplishments will assist PRDOH in verifying invoice payments from vendors.

Reconsideration, Uniform Relocation Assistance (URA) for Tenants, and optional relocation assistance processes are described in **Sections 6.3.1.10 and 6.3.7.5.**

6.3.1.5 Document Control and Management

Robust document management approaches are important for preparing PRDOH with an audit-ready trail of all program decisions. Our team is trained to work completely in Canopy to provide real-time transparency of each applicant's case. To tell the applicant's story, our team members notate in Canopy all communications, phone calls, notifications, meetings, and unusual circumstances about documents or the case in general.

As a corporation, ICF has a data protection team that reviews our contract and protocols in place to ensure our management team understands and complies with data protection regulations. In 2019, the data protection team trained the ICF R3 team on how to protect personally identifiable information (PII).

Training the entire team on PII, confidentiality, and conflict of interest (COI)—what it is, how to manage it, and how to protect it—is an important first step in data protection. These training materials already exist and will be provided to our incoming team. After training, the employees certify they will comply with the PII confidentiality and COI requirements.



Our team is trained on COI and will disclose any actual or perceived COI. Anyone who discloses COI will not be allowed to handle the specific application, municipality, or agency for which the conflict exists, preventing actual or perceived future issues.

We will not save applicant documents anywhere but Canopy and will use encrypted communication when transmitting documents containing PII (both to and from applicants). Scanned and printed documents will be automatically deleted from the equipment at timed intervals. The ICF Team will have no hard copies in our possession that are not required to be collected, nor will we keep them longer than necessary to deliver to PRDOH.

ICF uses Microsoft SharePoint for documentation of other project-related files, such as staff change requests and approvals, policies and procedures, reference documents, training materials, job



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descriptions, responses to requests from PRDOH, and more. To protect documents containing PII, our SharePoint site is access controlled to only team members working on the project, and is divided into two separate libraries with one having access limited only to managers to store more sensitive contract, financial, and staff information.

To help ensure audit-ready files, the QA/QC specialist will review documents in Canopy to validate income verifies that the national objective was met, and eligibility documents verify that it is an eligible activity related to real property, prior to disbursement of funds. The Regulatory Compliance Officer will assure compliance with applicable federal regulations, including Section 3 of the Housing Development Act, the Fair Housing Act, and the Contract Work Hours and Safety Standards Act (CWHSSA). Additionally, ICF subject matter experts will be available to provide guidance on any other CDBG-DR or CDBG-Mitigation (MIT) requirements. See **Section 6.3.3.2** for prevention of fraud.

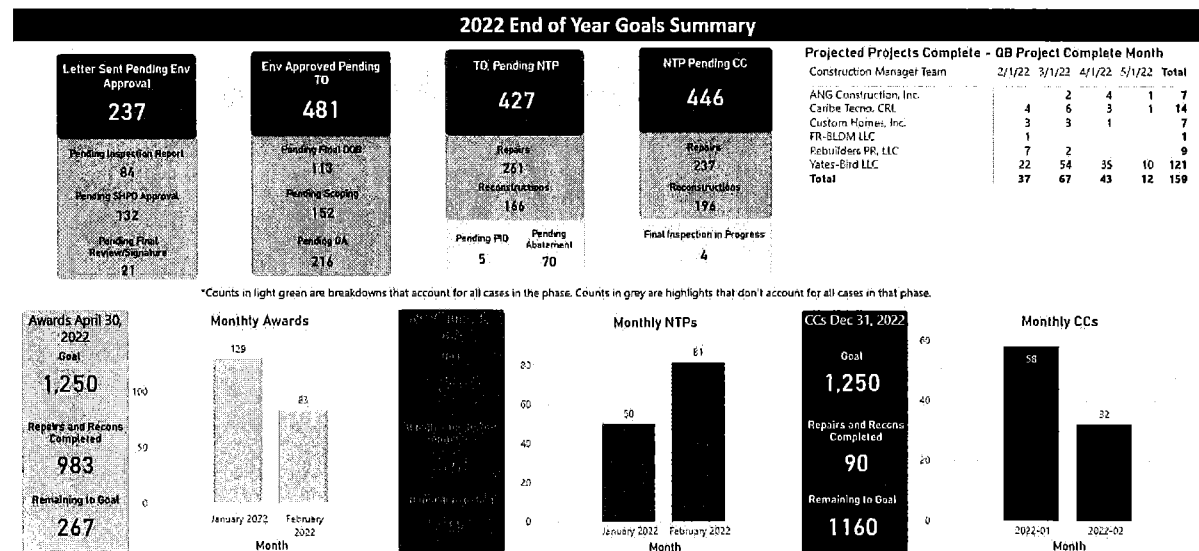
6.3.1.6 Accounting and Reporting/Accounting of Funds

The ICF Team prepares many reports to update PRDOH and the grant manager. When PRDOH requests meetings, information, and reports, all staff are present on-island and dedicated to attending to those requests. The dedicated project management key personnel, along with our reporting and data analysts are prepared to report on any program element from the past or to prepare forecasts.

Currently, ICF uses our internal tools to track the progress and aging of specific cases within key program phases such as award scheduling, NTPs, and construction completes. This tracking helps us to identify aging cases and quickly resolve them. We also use these tools to internally validate all cases before preparing our invoice to PRDOH, which results in fewer invoice kickbacks.

The Management team uses these dashboard-type reports to track progress toward goals and provide opportunities to examine each phase to identify bottlenecks.

A screenshot from an ICF internal report shows how ICF illustrates its progress toward its 2022 goals.



See **Section 6.3.3.3** for further discussion of duplication of benefits (DOB). When applicable, ICF will coordinate with PRDOH to deliver and track any applicant-provided funds. See **Section 6.3.9** for vendor payment request reviews.



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6.3.1.7 Applicant Relations & Outreach Support/Applicant Relations & Communications

Applicant relations and customer satisfaction start with a trained team that understands how to be sensitive to an applicant's needs while fully understanding program requirements. We will make specific outreach efforts to vulnerable populations to ensure they receive and understand communications. (e.g., offering homebound appointments or coordinating with municipalities to have case managers in their offices periodically to provide orientation and collect information.)



Presence

To accommodate applicants' needs, a case manager and notary will assist applicants where they are, whether that includes homebound application, document pick-up, or award meeting.

Each applicant will have a case manager to assist them throughout all phases of the process. Each case manager will be assigned up to 150 active applicants.

ICF conducted more than 60% of R3 Program application intakes in person, double the percentage of other R3 Program Managers. When we receive new applications, we will contact the applicant to offer an in-person intake appointment, so each applicant has time to learn the process and get their questions answered. We experienced high satisfaction in 2019 when completing intakes because the team took the time to address each person. This approach also resulted in higher-quality applications, making it quicker to verify eligibility and reducing call-backs of applicants to provide missing information.

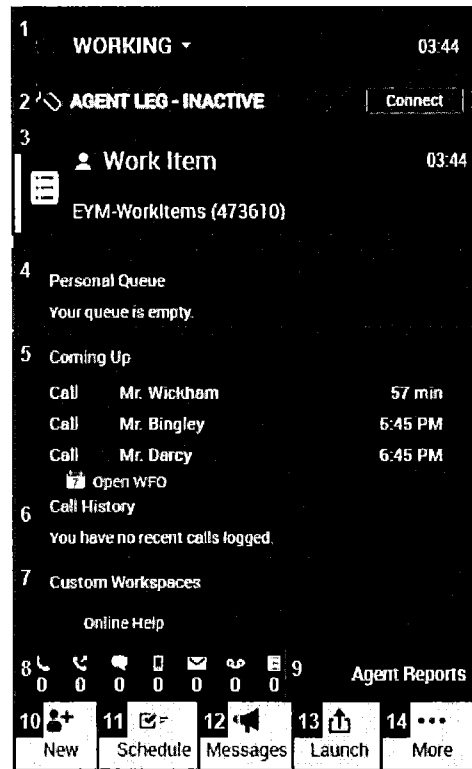
It is important that upfront the applicants understand the program requirements, possible award options, limitations with awards, and expected timeframes for each step, from the start.

To improve the quality of customer service, a team of policy-trained CSRs will serve as ICF's call center staff. They will help applicants advance in the progress and readily answer questions such as:

- What is my application status? Do I need to provide additional documents?
- I'm confused about the inspector that visited my house.
- My contractor never showed for their appointment. What do I do now?

The CSRs are managed by the Complaints Coordinator. As a team, they will work to understand the current issues being experienced and communicated by the applicants so we can proactively adjust to prevent complaints and reconsiderations.

The cloud-based phone technology enables faster management of calls and provides real-time status information and other assistance to applicants 24/7.



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The ICF phone system will be set up using interactive voice response (IVR) technology to manage a high volume of calls more efficiently. This cloud-based phone technology is available in English and Spanish and will be used by all staff receiving incoming phone calls. When applicants call in, they will have the opportunity to get many of their questions answered by the system, referencing their case data. If they need further help, the call will be routed to the correct team member for proper assistance or call-back as needed. An important feature is call-back queuing—applicants calling repeatedly within 48 hours retain their initial spot in line. Pairing our phone system technology with the case data will ensure that we respond to applicants within 3 days and allow us to measure and report on the performance and follow-up.



Efficiency An applicant will leave their intake appointment having clear expectations, understanding the steps and target timeframes, and having written materials explaining the process in more detail should they have questions. They will also have a phone number to call for assistance.

We will document all communications (written or verbal) in Canopy. We will provide written communications at the critical stages such as preliminary eligibility, ineligibility, pre-award notification, and closeout. We will use multiple means of communication when there are difficulties reaching applicants, and we will follow the processes for making an applicant nonresponsive. Additionally, ICF will assist PRDOH with mass communications, if requested.

ICF will attend all PRDOH outreach events and work with municipalities to schedule events to provide orientation and obtain documentation.

In the rare event that we receive communication for an outside party (e.g., mayor, agency, governor's office) directly on the case, we will refer this to the grant manager and PRDOH.

6.3.1.8 Reconsiderations

When an applicant receives a determination that they do not agree with, and the case manager cannot solve the problem, guidance will be provided on how to submit a reconsideration request or administrative review. The data analyst will create a tracker to aid the Complaints Coordinators to ensure a determination is made within 20 days.

We will follow all PRDOH processes in accordance with requested timeframes, including reviewing the appeal, responding to the applicant, and completing the administrative review package. As needed, staff will be available to meet with PRDOH legal division virtually or in person. The Complaints Coordinator will provide any pertinent information and documentation necessary to PRDOH legal division.

6.3.1.9 Reasonable Accommodation Request

To ensure applicants receive accessibility accommodations, the case manager will confirm with the applicant if any accommodations are needed, complete the Reasonable Accommodation Request Form, and upload the form in Canopy during the final DOB review. The QA/QC specialist will ensure accommodations are included in the SOW. For any special requests or denials, the Operations Manager will consult with PRDOH.



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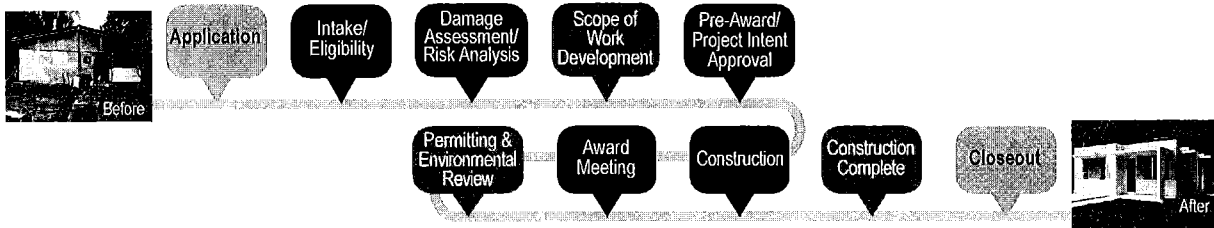
6.3.1.10 Optional Relocation

If an applicant must move during construction and is unable to find a place to stay, the case manager will inform the applicant of optional relocation assistance that may be available. The case manager will process the request and obtain documents required by program guidelines. The case manager will then prepare the notice of eligibility letter to notify the applicant of the maximum amount they are eligible to receive. The QA/QC specialist will review the notification prior to it being sent to the applicant. Once the applicant executes a written contract with the landlord, moving company, or storage unit, the case manager will ensure the documents are for eligible activities, and notify the CM of the amount to pay the applicant. The project coordinator will review Canopy daily to ensure the CMs confirm payment to the applicant in Canopy within the established time frames.

6.3.1.11 Warranties

If something is not functioning properly after construction is completed, the applicants will contact their case manager to submit a warranty claim. The case manager will upload the claim into Canopy, and the claim will be reviewed by a project coordinator. The project coordinator will assign the claim to the appropriate CM. Once the CM has satisfied the claim, the project coordinator will review the claim to ensure it was satisfactorily completed. The data analyst will provide each CM monthly reports illustrating any patterns/trends of claims and aging of outstanding claims. The CSRs will be trained to assist applicants and provide the CMs' the lead warranty manager's contact information. Additionally, the case manager will confirm in Canopy that the CM uploaded the warranty binder for each case reaching construction complete.

The ICF Team has followed this process in Puerto Rico to walk more than 1,100 applicants to construction complete.



6.3.2 Task 01: Targeted Outreach and Application Intake Per Unit Task

Need—Inclusive and creative outreach to pre-determined applicants for the BRR and SF-MIT Programs.

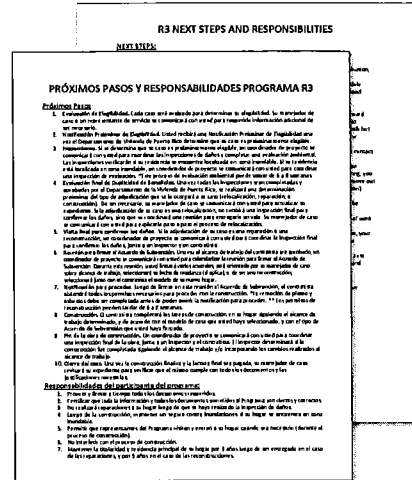
Timeline—	3 days	14 days	30 days
	2 phone call attempts	Letter/email if unable to reach via phone	Other efforts, if unable to reach via phone or letter

Approach—The ICF Program Manager will coordinate with PRDOH to securely obtain the information collected on potential applicants for the BRR and SF-MIT Programs. Prior to outreach, the data analyst will confirm if any active R3 applicants are on the BRR contact list. To capture all outreach efforts, the ICF data analyst will create a tracker for each contact attempt to potential applicants. ICF will submit weekly reports to PRDOH detailing the results of such outreach efforts.



The most effective way to provide outreach to potential applicants is using various contact methods, such as phone, mail/email, door hangers, and coordination with the municipality. The first contact attempt will be conducted by the CSR via telephone. The second contact attempt will include the CSR sending a postcard by mail and email. If the applicant does not respond to these efforts, the Program Manager will work with PRDOH to engage the municipality to collaborate on outreach ideas. For example, case managers can participate in a community event to provide orientation and collect documentation. If these methods fail, the applicant will be deemed non-responsive.

A list of next steps helps applicants address compliance requirements and minimizes program confusion. (see Appendix B)



If an applicant confirms interest in the program, the CSRs will give them instructions for applying, describing the necessary documentation and, if applicable, scheduling an application appointment.

Application appointments involve more than just data entry and document collection. We will orient applicants on the entire program and give them a “next steps” handout and list of compliance requirements. To help applicants evaluate their options, case managers will advise applicants of all compliance requirements, the process, and estimated timelines.

After an application has been received, the applicant will be assigned a case manager who will begin intake review process.

6.3.3 Task O2: Complete Applications of the Program(s) Per Unit Task

Need—Applicants receive excellent customer service and are assisted and educated throughout the intake process, resulting in high-quality, complete applications requiring no rework.

Timeline—	2 days	5 days	3 days
	Conduct intake review	Conduct eligibility review	Conduct QC, correct file (if necessary), and submit to PRDOH

Approach—After an applicant applies to the one of the Single-Family Housing Programs, they will be assigned a case manager in Canopy who will perform an intake, eligibility, and DOB review.

The best way to learn something new is by learning from the best. Instead of providing typical lecture-style training, the case managers and CSRs will shadow existing R3 Program case managers who have been with ICF since the kickoff of the original R3 Program.

6.3.3.1 Intake Review

During the intake review, the case manager will review the file to inform applicants of any missing documentation. The case manager will follow the due diligence process to collect required documentation. All applicant communications will be documented in Canopy.

Presence ICF's completely on-island staff means we can provide an extra level of care to assist more applicants. We are excited and prepared to assist applicants with navigating the application process, even when they do not have an email or own a smartphone.



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Once the Canopy intake checklist is completed, priority is confirmed (if applicable) and documents uploaded, intake is considered complete.

6.3.3.2 Eligibility Review

Case managers will verify that the submitted documents comply with the guidelines, confirm information with third-party vendors, identify if the applicant or co-applicant indicated a disability, determine if income needs to be re-verified, review any provided receipts, complete all fields in Canopy, and provide justification for any discrepancies.



Our case managers are experts in R3 Program guidelines, Canopy, and internal standard operating procedures (SOPs). They focus on verifying submitted documents and processing applications through all program phases.

After the case manager receives and verifies ownership documents, a title specialist will review the ownership documents to determine that the applicant has a proprietary interest in the property, identify lien holders and identify other persons with an ownership interest.

The case will then be submitted to a QA/QC specialist who will use the team lead review checklist, shown at right, to review applications. The QA/QC specialist will return the case for corrections or submit to PRDOH for review.

QA/QC specialists will use a checklist to confirm compliance with program eligibility requirements before submission to PRDOH for approval. (see Appendix B)

Once PRDOH reviews and approves the application, the case manager will mail the notification of eligibility or ineligibility. If the applicant is deemed not eligible, the case manager will ensure that the applicant is aware of the appeals process. Eligibility letters will be sent within 5 business days of the approval from PRDOH, and the applicant will then receive a damage assessment or property risk assessment, depending on the single-family housing program. If the applicant has nontraditional ownership, the case manager will mail the title clearance notification to the applicant and refer the applicant to title clearance in Canopy. If an applicant requests to withdraw in writing, the case manager will initiate the withdrawal process by sending the request to withdraw notification.

To ensure files are moving efficiently through the process, the data analyst will provide a weekly aging report to the senior case manager.



Lisette Hernández joined the original R3 Program team as a case manager and was quickly promoted to senior case manager when her leadership skills became apparent. She will join the incoming team as senior case manager to manage and train new case managers and will work with them to ensure their work attains the highest standards of customer service.



If an applicant indicates that there is a tenant, the Regulatory Compliance Officer will interview the applicant to determine if there truly is a tenant who meets the regulatory definitions. If so, the Regulatory Compliance Officer will work with the case manager to ensure all regulations and PRDOH procedures are followed.

Prevention is the best way to stop fraud, waste, and abuse (AFWA). The Regulatory Compliance Officer will ensure that case managers are trained in the basics of AFWA to be able to recognize abnormalities and potential fraud. To protect PRDOH from potential recapture of funds, the case managers will notify the Regulatory Compliance Officer any time they believe an applicant is committing fraud. The Regulatory Compliance Officer will review the documents; report any potential AFWA situations to PRDOH; and provide follow-up and assistance to PRDOH as requested.

6.3.3.3 Duplication of Benefits Review

During the eligibility review, the case manager will review the application to determine if the applicant disclosed of any funds received for the same purpose. Regardless of the disclosure, the case manager will check FEMA, National Flood Insurance Program (NFIP), and SBA databases in Canopy to determine if there is a DOB. If funds were received for the same purpose, the case manager will contact the applicant to determine if the funds were spent on an eligible use. If the applicant indicates that funds were used on repairs, the case manager will complete a work-in-place (WIP) questionnaire for the inspector's reference for the assessment phase. For BRR applicants, case managers will verify that the applicant did not receive assistance from R3 or the American Rescue Plan Act (ARPA) blue tarp program.

Case managers fill out a WIP questionnaire to document the repairs completed with the funds received, so that inspectors can confirm the repairs were completed to offset the DOB.

The image shows a screenshot of a 'R3 Applicant WIP Questionnaire (October 2020)' form. The form includes fields for 'Applicant Name', 'Date of Repair', 'DOB Amount', 'DOB Amount', 'DOB Amount', and 'DOB Amount'. Handwritten entries include '2/11/2022' for the date of repair and '\$ 28,768.23' for the DOB amount. The form also contains several multiple-choice questions regarding the source of funds and the nature of the repairs. A 'DO NOT INCLUDE' section is also visible.

6.3.4 Task O3-A: Damage Assessments & Initial Project Intent Notification Per Unit Task

Need—Damage assessments that accurately estimate the full SOW required to determine the correct project intent.

Timeline—

2 days	15 days	5 days	3 days	10 days	10 days
Schedule inspection	Complete damage assessment and environmental desktop review	Prepare initial project intent (PI) determination	Complete final DOB and schedule site walk	Prepare and approve SOW	Provide, review, and obtain app approval on SOW

Approach—For R3 and BRR, damage assessments are important to determine the project intent, link it to the disaster, and prepare the preliminary SOW. A project coordinator will coordinate, schedule, and prepare for assessments. ICF will ensure the inspectors are trained on all PRDOH guidelines and



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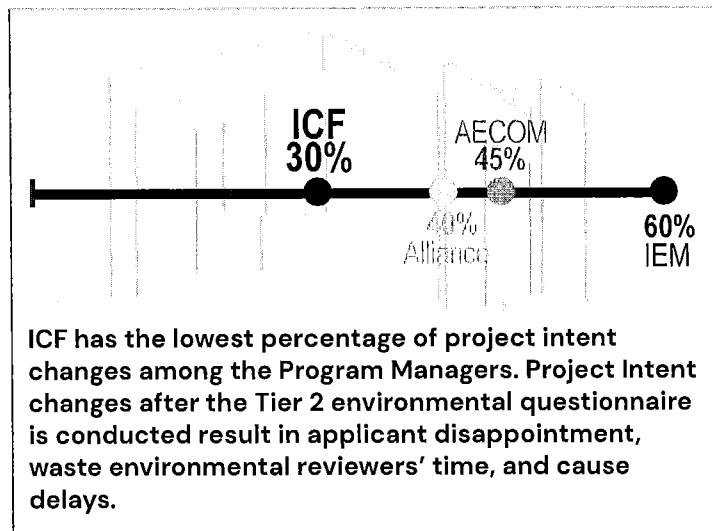
Xactimate and reports are certified by a Puerto Rico licensed professional engineer or architect. SF-MIT applicants will not have a damage assessment performed but will follow the process outlined in Task 3-B.

6.3.4.1 Preparation

A project coordinator will contact the applicant within 2 days from when PRDOH deems an applicant eligible to schedule the damage assessment. The applicant will be given the first available appointment. A project coordinator will assign the inspector and schedule the appointment in Canopy. Since the Tier 2 is not conducted until after the Pre-Award Notice and Preliminary SOW Acceptance Form is signed, the environmental specialist will not perform the site visit with the damage inspector. However, the inspector will collect all environmental data from the site for the environmental desktop review. During the site visit, the inspector will document if there are any hazards near the home, potential for hazardous materials in the home, and location of the home in relation to flood zone or landslide risk areas.

6.3.4.2 Damage Assessment

Thorough and accurate damage assessments are critical in determining the preliminary project intent. As shown in the graphic at right, ICF has the lowest percent of project intent changes among the R3 Program Managers. Using Xactimate, the inspector will assess the applicant’s home to determine the condition and damages of the allowable site elements, exacerbated damages, and interior and exterior damages. The inspector will confirm the coordinates of the home to confirm the flood zone designation. The Inspector will use a tablet while in the field to efficiently capture the information needed for the Tier 2 environmental questionnaire and environmental desktop review. The tablet will be equipped with a camera allowing the inspector to collect the photographs.



6.3.4.3 Damage Assessment Report

To adequately document that damages are tied back to the disaster, the inspector will interview the applicant to learn about the disaster-caused damages while onsite before starting the assessment. If during the assessment the inspector has any doubts about the cause of the damages, they will ask the applicant so that the damages are properly labeled as disaster related or “decent, safe, and sanitary” related.

After the onsite inspection of the damaged property, the inspector will review all pictures and notes to prepare a thorough damage assessment report, including damage tie back to the disaster, pictures, quantities, and costs. The damage assessment report will be prepared in Xactimate and in accordance with the R3 Program guidelines and templates, including the current taxes and coverages in effect at



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the time of preparation. The report will then be uploaded to Canopy. A QA/QC specialist will review the report. Once the QA/QC specialist has approved the damage assessment, it will be submitted to PRDOH for approval. All reports will be sealed by a Puerto Rico–licensed engineer.

If applicable, the inspector will review the WIP questionnaire with the applicant to ensure all work performed by the applicant is captured and will create the WIP report in Xactimate.



Deputy Program Manager reviews documents with the Complaints Coordinator.

We will train all inspectors on Xactimate and PRDOH guidelines. The programs' Operations Managers, inspectors and QA/QC specialists will hold weekly recurring check-in meetings to provide any program updates and discuss common observations or challenges.

6.3.4.4 Environmental Desktop Review

The purpose of the desktop review is to limit risk factors and other vulnerabilities. After the damage assessment is completed, the inspector will provide the environmental specialist their preliminary damage assessment report, the GPS coordinates, and the environmental questionnaire. During the desktop review, the environmental specialist will determine flood zones, hazardous areas, landslide risk, year structure was built, wetland and coastal zone determination, and historic zone. If the applicant's home is in a flood zone, the project coordinator will schedule the appraisal.

6.3.4.5 Initial Project Intent Determination

Once the damage assessment report is approved by PRDOH and the environmental desktop review is completed, the environmental specialist will determine the initial project intent. If the home is in a flood zone and the estimated cost of repairs is more than 50% of the current market appraisal, an elevation survey will be conducted to determine if elevation is feasible. See **Section 6.3.11.13** for additional detail.

If the home is not a flood zone, the environmental specialist will work with the Special Inspector, if needed, to review the estimated cost of repairs, site conditions, historic zone, structure type, and any other unique characteristic of the home or stie to determine the project intent.

6.3.4.6 Pre-Award Duplication of Benefits Analysis

To ensure compliance with the Stafford Disaster Relief and Emergency Assistance Act, the case manager will conduct a final DOB review of to see if any additional funds have been received for a duplicative purpose and will apply the appropriate offsets. If there is a DOB remaining, the case manager will contact the applicant to confirm if any additional repairs were made that are not included in the WIP, if the applicant can provide the funds, or if the applicant wants the duplicated amount to be descoped, if possible. Additionally, the case manager will ask the applicant if any reasonable accommodations need to be added to the SOW, or if optional relocation assistance is needed when move-out during construction is necessary.



6.3.4.7 Initial Repair/Retrofit or Reconstruction Scope of Work Development

The Operations Manager will assign the CM in Canopy. A project coordinator will schedule the site walk with the applicant, inspector, and CM.

Progress → Having the same inspectors assigned to cases from beginning to end streamlines the SOW approval process process.

The inspector who prepared the damage assessment will accompany the CM to perform a site walk for repair or reconstruction of the damaged property. The inspector and the CM will notate any additional items needed but not in the damage assessment. Conversely, the CM will justify any items identified in the damage assessment that will not be included in the SOW. If applicable, the construction manager will descope the amount to offset the DOB.

The CM will inform the Special Inspectors if a feasibility analysis is needed to determine the project intent. The Special Inspectors will review the supporting documents submitted by the CM to complete a feasibility analysis. If the Special Inspectors determine the original project intent is correct, the file will go back to the CM to finalize the SOW. If the Special Inspectors determine the project intent should change, they will update Canopy and notify the environmental specialist. See **Section 6.3.11.11** for additional detail.

The CM will submit the SOW in Canopy, after which it will move to a QA/QC specialist for review. The QA/QC Specialist will verify if any required reasonable accommodations, environmental hazard abatement, historical elements, elevation, and optional relocation are included and are correct in the SOW. The site walk notes will be reviewed to verify the SOW includes the agreed-upon added items and does not include the agreed-upon removed items to minimize SOW disputes by the applicants often caused by missed or improperly justified items.

6.3.4.8 Pre-Award Scope of Work Notification and Applicant Acceptance

Once the SOW has been approved, the case manager will contact the applicant to explain the preliminary project intent and schedule a pre-award meeting to discuss the SOW. The case manager will provide the applicant the pre-award notice and preliminary SOW acceptance form and SOW. During the meeting, the case manager will explain what work will be performed, describe next steps, and answer any questions. Once the applicant has signed the preliminary SOW acceptance form and SOW, the project coordinator will issue the task order for the CM to begin.

6.3.5 Task O3-B: Property Risk Assessments & Initial Project Intent Notification Per Unit Task

Need—Property Risk Assessments (PRA) identifying risk mitigation measures and determining the project intent.

Timeline—

2 days	20 days	7 days	3 days	5 days	10 days
Schedule PRA	Complete PRA and environmental desktop review	Prepare initial PI determination	Complete final DOB and schedule site walk	Prepare and approve SOW	Provide, review, and obtain app approval on SOW



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Approach—For SF-MIT applicants, the PRA is important to determine the level of vulnerability to risk and project intent, and to prepare the preliminary SOW. A project coordinator will coordinate, schedule, and prepare for assessments. ICF will ensure the inspectors are trained on PRDOH guidelines and Xactimate and reports are certified by a Puerto Rico licensed professional engineer or architect.

6.3.5.1 Preparation

A project coordinator will contact the applicant within 2 days from when PRDOH deems an applicant eligible. The applicant will be given the first available appointment. A project coordinator will assign the inspector and schedule the appointment in Canopy.

Since the Tier 2 is not conducted until after the Pre-Award Notice and Preliminary SOW Acceptance Form is signed, the environmental specialist will not perform the site visit with the inspector. However, the inspector will collect all environmental data from the site for the environmental desktop review (e.g., if there are any hazards near the home, potential for hazardous materials in the home, and location of the home in relation to flood zone or landslide risk area)

 **Presence** Is there an unexpected critical issue that can only be addressed face to face? Perhaps a house in construction must be visited. Our on-island team can manage those time-sensitive issues because we are here.

6.3.5.2 Property Risk Assessment (PRA)

Once preliminary eligibility is determined, SF-MIT applicants will receive a PRA field observation site visit conducted by a qualified inspector. Since these inspections will be different than damage assessments, the inspectors will receive special training to identify risks, vulnerabilities, and mitigation measures. The inspector will perform this PRA to determine the structure type, potential risks, vulnerabilities, and other mitigation items.

The PRA will identify the risk of water intrusion, landslide, safety hazards, hazardous materials, and other observations pertinent to the property. It will also include vulnerable conditions to property, infrastructure, and service accessibility and any site features, restrictions, and obstructions.

The exterior and interior assessments will identify vulnerable conditions, exacerbated damages, safety hazards such as structural components/materials, mold/fungi, utility systems, walls, floors, doors and other components and conditions necessary to prepare the PRA.

In Canopy, the inspector will record the structure's GPS coordinate using 6 figures after the decimal point. Additionally, the inspector will record in Canopy and notify the case manager if there are tenants, if the structure is an Attached Housing Unit (AHU), applicant performed repairs to offset DOB and if reasonable accommodations are needed.

The goal of the field visit is to collect all data necessary for preparation of the Property Risk & Vulnerability Field Observation Report, which will determine if an applicant is eligible to potentially receive mitigation assistance.



6.3.5.3 Environmental Desktop Review

The environmental specialist will follow the same process outlined in Section 6.3.4.4.

6.3.5.4 Property Risk Assessment Report & Initial Project Intent Determination

The inspector will take the data collected during the PRA and environmental desktop review to prepare the PRA Report in Xactimate. The report will determine which project intent the applicant is eligible to receive repair/retrofit, reconstruction, or relocation. The report will have pictures, along with written justifications for why the home is not repairable, not able to be reconstructed on the same property, is in a high-risk area, or is an immediate safety threat.

The report will be certified by a Puerto Rico licensed professional engineer or architect and include estimated costs for repairs/retrofit and take-offs in accordance with program guidelines and standardized unit prices. Once the report is certified, it will be uploaded into Canopy and reviewed by a QA/QC specialist.

If requested, the Operations Manager will perform a pricelist evaluation and prepare an itemized report comparing the costs of line items in Xactimate. All inspectors and operations team will be trained on PRDOH risk assessment tools and data sets.

6.3.6 Task 04: Environmental Review Records (Tier II) Per Unit Task

Need—A compliant and informative environmental review record (ERR) that receives State Historic Preservation Office (SHPO) concurrence, protects the environment and resources, and is carried out within efficient timelines to not slow down construction start or construction progress.

Timeline—	5 days	10 days	28 days	2 days
	Assign environmental specialist, prepare report	Conduct research for SHPO	SHPO to complete review	Prepare Tier 2 package and submit to PRDOH for review

Approach—To conduct compliant ERRs efficiently and quickly, ICF will work with PRDOH to build on the procedures and process from the R3 program. Carrying out the environmental review work and achieving clearance is a detailed process, and thus, efficiency is key to advance cases into award coordination at a consistent volume. The ICF Team will use our proven specialized tool, WayPoint, to accelerate evaluations by not having to navigate multiple platforms, which results in more accurate assessments and faster throughput capacity.

6.3.6.1 Preparation

The ICF Team has qualified staff to ensure the environmental reviews are completed in accordance with 24 Code of Federal Regulations (CFR) 58; the National Environmental Policy Act (NEPA), 40 CFR 1500; Puerto Rico Environmental Quality Board (JCA) and Department of Environmental and Natural Resources (DRNA) statutes; and other applicable environmental regulations. The ICF Team will collaborate with PRDOH, the grant manager, and applicable environmental agencies to ensure the appropriate level of review is completed and to make the process run more efficiently.

Once the applicant has signed the Pre-Award Notice and Preliminary SOW acceptance form, the project coordinator will assign an environmental specialist in Canopy within 2 days.



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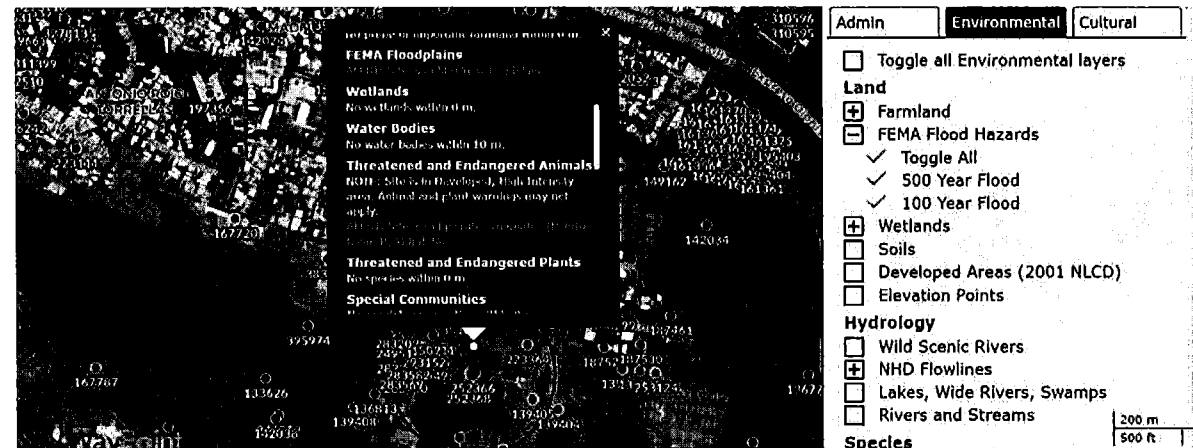
6.3.6.2 Environmental Surveys and Assessments

The environmental specialist will use data and photos gathered from the damage assessment, GPS coordinates, environmental desktop review, environmental questionnaire, and, WayPoint to complete surveys and assessments.

ICF developed WayPoint as part of our efforts supporting Puerto Rico with managing FEMA Public Assistance funding for Hurricane Maria. WayPoint incorporates local historical data, allowing the ICF Team to easily navigate and use credible national and local databases to quickly retrieve information vital to the proper handling of sites.

6.3.6.3 Environmental Review Record

We will recommend to PRDOH the appropriate level of review for the case as the first step per the proposed project intent. We expect that we will prepare Tier 2 environmental reviews based upon the Tier 1 environmental review documents already prepared by PRDOH and publicly available on the PRDOH CDBG-DR website.



The relational geographic information (above) for each evaluation may be spread out over several web-based platforms that are public in nature but require different levels of accessibility and processing times—all of which takes time and effort. To perform the environmental review in accordance with the requirements, the environmental specialist will use WayPoint to obtain information from several platforms that include coastal zone delineation, wildlife habitats, historical zoning maps, protected areas, special planning areas, wetlands, agricultural lands, and hazardous waste plume models.

Using the resources generated through WayPoint and the archaeological research results, the environmental specialist will provide PRDOH with all necessary SHPO forms and consultation materials. After SHPO concurrence is received, we will assemble the full environmental review package and upload it into Canopy for PRDOH certifying officer review and signature.

The ICF environmental specialist will be available to assist PRDOH with public notice or generate public comments, if needed. We will also maintain a contact list of stakeholders so we will be available to assist PRDOH in notices and any other communications. WayPoint will securely store data for all sites evaluated, allowing ICF to collectively see the results of the reviews conducted and have a quick reference if a Tier 2 package needs to be revised for any reason.



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In addition to documenting the environmental efforts fully in Canopy, the ICF Team will systematically track each case to ensure it is moving through all phases efficiently. We can supply PRDOH with reports and dashboards on a recurring basis to communicate our progress and forecast future efforts toward achieving PRDOH goals. Meeting these timelines will help PRDOH certify all environmental clearances, request Authority to Use Grant Funds in a timely manner, and document oversight of efforts to mitigate potential adverse effects. See Sections 6.3.11.11, 6.3.11.12 and 6.3.11.14 for additional information.

6.3.7 Task O5-A: Repair/Retrofit or Reconstruction Award Coordination
Per Unit Task

Need—The efficient movement of applicant cases to award based upon the correct benefit amount and project intent, accurate SOW and award documents, and an informed applicant. Coordinated effort with the CM on all steps so that the case moves from site walk to an issued NTP as fast as possible.

Timeline—

1 day	14 days	14 days	10 days 45 days	2 days	2 days
Issue task order	Lead based paint (LBP)/ asbestos (ASB) testing and results; Geosurvey (recon)	Complete design, drawings, specs	Repair Permitting Recon Permitting	Scope change (if applicable)	Review and issue NTP

Approach—No matter the award type (i.e., repair/retrofit, reconstruction, or elevated reconstruction), applicants will be informed of the process, next steps, and compliance requirements. To provide excellent customer service, the applicant will have the same case manager from the eligibility phase.

6.3.7.1 Pre-Construction Management and Coordination

After the applicant signs the SOW, a project coordinator will issue the task order so that the CM can start the design and permitting process. The CM will submit permit documents in Canopy for a project coordinator to review. The project coordinator will also hold recurring meetings with each CM to track the progress of design drawings, specifications and permitting documents and assist with any roadblocks.

Once the CM completes the design drawings and specifications, the QA/QC specialist will review them against the information in Canopy to the assure they are compliant with the approved SOW, include any special conditions, are the correct size, include any reasonable accommodations requested, include any required environmental mitigation or other items identified in the environmental desktop review, and address DOB, if applicable. The same inspector that conducted the damage assessment and site walk will review the scope changes containing the design, plans, and specifications. The inspector will analyze the scope change for cost reasonableness, scope reductions, environmental factors, and correct cost categorization in Xactimate. For elevation, the inspector will request and upload the Letter of Map Amendment in Canopy.

Scope change reviews will occur within 2 days after the CM submits the scope change. To ensure “approvable” scope changes are submitted, the Operations Manager will develop a list of proper justification and documentation and then provide a workshop for CMs to help them understand the process and expectations for the documentation.



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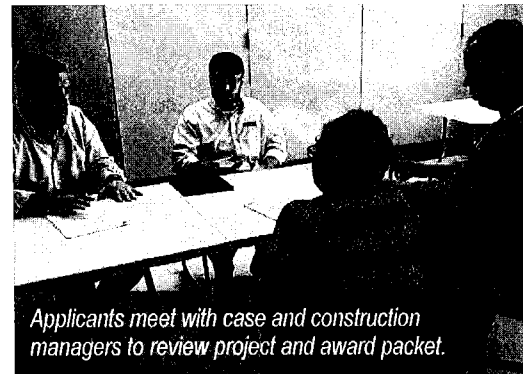
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6.3.7.2 Duplication of Benefits Subrogation

If the applicant is required to provide funds for DOB, the applicant will bring a cashier's check to the award meeting. After the meeting, the senior case manager will prepare a transfer memoranda and coordinate with PRDOH to receive the funds.

6.3.7.3 Repair/Retrofit or Reconstruction Award Execution

ICF's case manager and CM will conduct the award coordination meetings in person. This allows the case manager to introduce the applicant to the CM so the applicant can ask any questions to fully understand the SOW, compliance requirements, and move-out date (if applicable). The agreements will then be signed and notarized.



Checklist for what applicants need to know after signing their award packet, in English and Spanish. (see Appendix B)

After the meeting, the applicant will be given a folder with a copy of all documents they signed and an award summary page with pertinent information.

The QA/QC specialist will review the paper copy of the grant agreement and the entire award packet in Canopy. The project coordinator will prepare a transfer memorandum of all original grant agreements and provide them to the grant manager.

6.3.7.4 Homeowner Moveout Coordination

When an applicant is required to move out during construction, the CM will inform the applicant during the award execution the date to move out. The case manager will contact the applicant the day before the move out date to confirm if everyone and everything is out of the home or if an additional 2 weeks are

needed. If optional relocation is needed, the case manager will follow the process outlined in the Optional Relocation Section. Once moveout has been confirmed, the case manager will update Canopy. The next step is an NTP.

6.3.7.5 Uniform Relocation Assistance for Tenants

The steps for Uniform Relocation Act (URA) compliance are many and complicated, and our Regulatory Compliance Officer will verify that the entire process was followed. The Regulatory Compliance Officer will train the case managers in complying with URA regulations, sending notifications and following the steps in Canopy. The case managers will ensure the applicant and tenant understand the process and are given necessary notifications and documentation.

Prior to issuing the NTP, the Regulatory Compliance Officer will ensure that the case manager has uploaded all documents and notifications in compliance with URA regulations and PRDOH procedures, if applicable. If the CM determined that the tenant could not remain on the property during construction,



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the Regulatory Compliance Officer will issue the appropriate notices within the established timeframes. The Regulatory Compliance Officer will then complete a search of up to three comparable properties to calculate the benefit available to the tenant. The Regulatory Compliance Officer will coordinate with the CM when the tenant needs to move out of the property. See Sections 6.3.11.4 and 6.3.11.5 for additional information.

6.3.7.6 Notice to Proceed with Construction Works

Once the applicant has moved out of the property, the project coordinator will review the permit documentation, costs, design, specifications, and SOW submitted by the CM. Additionally, the project coordinator will ensure all permits for lead-based paint and asbestos abatement are uploaded in Canopy, if applicable. Once the abatement is completed, the project coordinator will ensure the certification of “no presence” is in Canopy prior to issuing the construction or demolition permit.

The project coordinator will review that the subcontractors assigned to work on the home are in good standing and approved by the applicable program. Once everything is uploaded into Canopy and approved, the project coordinator will issue the NTP, and the CM will begin construction activities.

6.3.8 Task O5-B: Relocation Award Coordination Per Unit Task

Need—Applicants relocated out of harm’s way into a safe home. Coordinated efforts with Housing Counseling, Title Clearance and PRDOH through the relocation and acquisition processes.

Timeline—	3 days	60 days	3 days	60 days	5 days
	Conduct voucher meeting	Appraisal and title search of damaged home; applicant finds new home	Verify and prepare contingent offer	Appraisal, HQS, title search, all required docs for new home	Schedule closing event

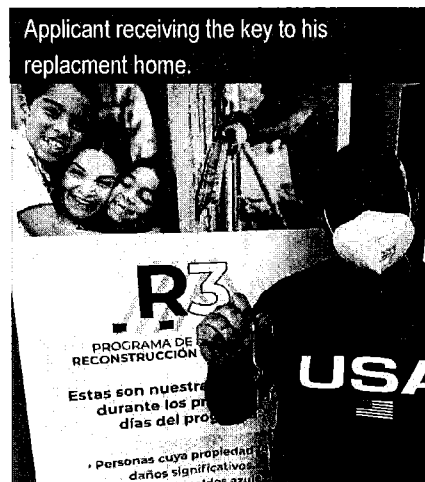
Approach—If the home is not repairable, and the site is unable to support reconstruction or elevation, an applicant will receive a relocation voucher. Relocations can be stressful, so specially trained case managers and housing counseling will support the applicants through this process.

6.3.8.1 Preliminary Relocation Voucher Calculation & Voucher Meeting

The case manager will calculate the preliminary amount of assistance based on the applicant’s household size. Once an applicant is deemed eligible for a relocation voucher, the case manager will contact the applicant to explain in detail the next steps:

- 1) Conduct voucher meeting
- 2) Conduct title search and appraisal of existing home
- 3) Prepare and Present contingent offer to seller
- 4) Conduct HQS and appraisal for replacement home
- 5) Conduct closing

Unless the applicant prefers an in-person meeting, the relocation voucher meeting will be conducted by phone. The case manager will collect any required documentation to the existing property and request current income, if required.



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6.3.8.2 Voluntary Acquisition Offer and Final Relocation Voucher

After the applicant accepts the voucher, the project coordinator will order the title investigation and the appraisal for the damaged property. The Case Manager will obtain mortgage balance and complete a DOB review. Then, the applicant will receive the acquisition offer and relocation voucher for review and approval. Once the applicant's approval is received, the applicant will be referred to housing counseling in Canopy. See Sections 6.3.11.2, 6.3.11.3, 6.3.11.6, and 6.3.11.7 for more information.

6.3.8.3 Relocation Property Search and Housing Counseling

The applicant will search for a replacement home located outside the floodplain. The applicant will be referred to housing counseling once the QA/QC specialist approves the voucher. The case manager will be available to assist Housing Counseling if needed.

The applicant will contact their case manager once they have found a property. The case manager will then enter the property information in Canopy and perform an initial review to verify the household meets minimum unit size, is not in a floodplain, purchase price, tenants, and more.

6.3.8.4 Relocation Property Contingent Offer Process

Once the case manager completes the initial review of the replacement property, the case manager will be present the contingent offer to the seller, explain the next steps and terms and conditions of the program. If the seller accepts the contingent offer, the case manager will order the HQS inspection and appraisal of the replacement property.

6.3.8.5 Relocation Property Assessment

The project coordinator will coordinate with the appraiser, inspector, and seller to perform the HQS and appraisal of the relocation property. See Sections 6.3.11.2, and 6.3.11.4 for more information. Also, the title investigation will be ordered and the Environmental Categorical Exclusion will be completed.

The case manager will contact the applicant to provide the results of the HQS inspection. If the HQS inspection fails, the applicant can proceed by completing a waiver—accepting the property “as is”. The case manager will also contact the seller to provide the current market value determined by the appraisal. If the applicant and the seller agree on the appraised value, the case manager will perform a final review of the file and will request pre-closing documentation.

6.3.8.6 Relocation Property Closing Event

For this step, the applicant will have already chosen a new home, and the seller will have agreed to the terms. If possible, a dual closing will be conducted. If not, only the closing of the relocation property will occur. To prepare for the closing, the case manager will ensure the mortgage balance payoff certification is within 30 days of the closing event, ensure all applicable documentation is current and uploaded into Canopy, and conduct final calculations. The case manager and the notary will prepare the grant agreement, any required documents, and request-of-funds document. See Sections 6.3.11.6, 6.3.11.7, 6.3.11.8, 6.3.11.9, and 6.3.11.10 for additional information.

The case manager will then submit all the required documents to PRDOH to review at least 3 days prior to the closing event. Once the documents are approved, the case manager will confirm the closing event with the applicant and the seller.



6.3.8.7 Relocation Property Move-In

During the closing event, the applicant will inform the case manager when they move-in to their new home. The case manager will then collect the keys to the applicant's property and provide them to PRDOH via a transmittal form.

6.3.8.8 Applicant Property Closing Event

If the applicant's property was not acquired dually at the relocation closing, the case manager will coordinate with PRDOH the acquisition of the applicant's property. The case manager will request all program-required documents from the applicant, including the mortgage balance payoff certification within 30 days, if applicable. The case manager will order a title investigation or title investigation update if needed. The case manager and the notary will prepare the grant agreement, any legal documents, and request-of-funds document. See **Sections 6.3.11.6, 6.3.11.7, 6.3.11.8, 6.3.11.9, and 6.3.11.10** for additional information.

The case manager will then submit all the required documents to PRDOH to review at least 3 days prior to the closing event. Once the documents are approved, the case manager will confirm the closing event with the applicant and PRDOH.

6.3.8.9 Demolition Scope of Work Development

Once PRDOH has received the keys for the applicant's property, the project coordinator will assign and schedule a site walk with the CM. The inspector will work with the CM to ensure the SOW is prepared and submitted within 10 days of the site walk. The inspector will review the SOW to ensure cost reasonableness, costs are correctly categorized, and other items pertinent to the property.

6.3.8.10 Pre-Construction Management and Coordination

The project coordinator will work with the CMs to ensure the design and permitting process are being performed efficiently and on time. A task order will be issued so the CM can start design, permitting, and studies. A QA/QC specialist will review the drawings and specification to ensure they met program and regulatory requirements. All scope changes will be reviewed against the SOW, drawings, approved submittals, and environmental mitigation requirements within 3 days.

6.3.8.11 Uniform Relocation Assistance for Tenants

The Regulatory Compliance Officer will follow the same process outlined in **Section 6.3.7.5**.

6.3.8.12 Notice to Proceed with Demolition Works

Once any tenants have moved out, and design, environmental mitigation, and permitting is completed, the project coordinator will issue the NTP for demolition works.

Additionally, the project coordinator will review the subcontractors assigned to the project to ensure they are approved and in good standing.



6.3.9 Task 06: Progress Inspections & Payment Request Per Unit Task

Need—Inspection expertise and documentation to confirm construction work is completed in accordance with R3 Program guidelines and approved SOW and invoices are properly justified.

Timeline—	3 days	3 days	2 days
	Schedule inspection	Submit inspection report	Perform QC of inspection report

Approach—Progress inspections are crucial for ensuring CM compliance with program guidelines and federal and local codes. ICF will monitor, control, and certify construction works completed by the CMs as outlined in PRDOH guidelines and in accordance with the approved SOW and scope changes. Each inspection will be certified by a Puerto Rico licensed engineer.



The same inspector who completed the damage assessment and site walk will conduct the milestone inspection. This approach will allow for more efficient inspections because of the inspector’s extensive knowledge of the case.

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6.3.9.1 Coordination of Progress Inspection

To help ensure CMs submit quality milestone inspection packages, the Operations Manager will provide a template for photos, a job aide, and will meet with each CM to discuss the process and expectations. All parties will understand the process, know who to contact, establish a means to submit, review documents, and scheduling and report preparation. It is critical to coordinate these processes effectively so that construction does not stop while waiting for a milestone inspection, and contractor invoices are not delayed.

A QA/QC specialist will review the progress inspection package submitted by the CM. The QA/QC specialist will ensure the package contains all required documentation, permits, and code compliance required for the milestone inspection. The QA/QC specialist will talk with the inspector or CM as necessary if the milestone inspection package appears to not fully justify the readiness for the inspection. When necessary, the milestone inspection package will be returned to the CM for corrections.

The QA/QC specialist will complete the Program Manager pre-inspection package checklist to document the review, upload the package to Canopy, and approve it. A project coordinator will schedule the milestone inspection among the applicant, CM, and inspector within 3 days.



Existing R3 Program inspectors will train CMs on the justification, photos, and other elements to be included in the inspection package.

The inspector will be the same person who completed the damage assessment, conducted the site walk, and reviewed the SOW and scope changes. They will have immediate access to the SOW, plans, and other pertinent documents before the inspection.

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6.3.9.2 Progress Inspection

The inspector will take photographs, make notes, and compare work to the approved SOW and scope changes. Additionally, the inspector will confirm that the materials used are compliant with the guidelines and approved product submittals. Any items that require correction noted during the inspection will be documented and discussed with the CM for correction.

For substantial inspections, the inspector will meet with the CM at the end of the inspection to agree upon and sign off on punch-list items, or plan for when and how the items will be completed. In these cases, with a punch-list, a final inspection will then be required to document the completion and satisfactory reconciliation of the correction of the punch-list items.



6.3.9.3 Report on Progress Inspection

The progress inspection report will be prepared, reviewed, and submitted to PRDOH for approval within 5 days of conducting the progress inspection. The inspector will review all pictures and notes to prepare the milestone inspection report, which will be certified by a Puerto Rico licensed engineer who was designated as the inspector for this case for permitting purposes.

The QA/QC specialist will review and approve the report. The inspector will be asked to make any necessary corrections immediately and the report will then be submitted in Canopy for PRDOH approval.

6.3.9.4 Review of Progress Report, Contractor Invoice, and Statutory Compliance

A QA/QC specialist will review invoices within 5 days of receiving them from the CM. The QA/QC specialist will validate the file has all program-required certifications and documents.

To ensure compliance with PRDOH guidelines and applicable regulations, a QA/QC specialist will review that all certifications and documents are included and correct, including progress reports, the list of subcontractors, subcontractors' consent, evidence of tax payments, certification of no debt, and relocation payments if applicable. The financial components will be reviewed to determine that the percent of gross amount is in accordance with the milestone, the retainage is correct, the tax payments amount matches the supporting documentation, and other issues. Additionally, for a final invoice, the QA/QC specialist will confirm that the customer service survey, acknowledgement of warranties, signed inspection report, occupancy permits from the Permit Management Office (OGPe), and any other program-required documentation are completed and uploaded in the file.

The QA/QC specialist will coordinate with the CM if any corrections to the invoice are required and review any corrected documents for approval. Once reviews are complete, the recommendation for payment and the approved report will be submitted to PRDOH for approval. The CM will be notified once the documents are approved.

The QA/QC specialist will ensure the construction manager submits the report to any required third party, such as SHPO or OGPe.



6.3.10 Task 07: Applications Closeout Per Unit Task

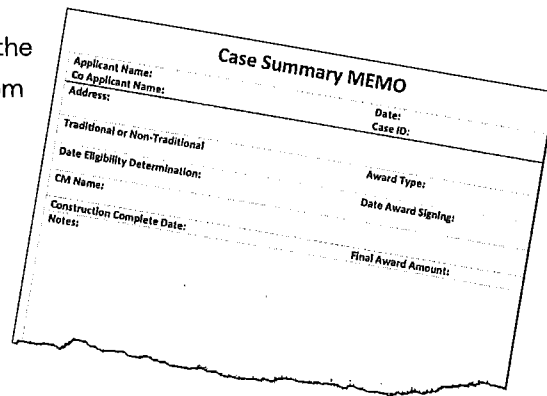
Need—An audit-ready file containing all pertinent documentation and justifications.

Timeline—	3 days	5 days	3 days
	Review all applicant documents for closeout	Request and review CM documents for closeout	Conduct QC, correct file (if necessary), and submit to PRDOH

Approach—At this point, construction will have been completed, and the applicant will have settled into their new home. All that will be left is to complete is a thorough review of the file for accuracy and completeness so that PRDOH is ready for future HUD monitoring. This last step is critical so that the file tells the full story from beginning to end, and auditors and monitors will see it as compliant and have no questions.

The ICF Team will prepare for application closeout from the start, minimizing the need for corrections at the end. From launch, we will maintain complete files and document compliance with PRDOH’s guidelines, policies, and regulations.

After the QA/QC specialist has approved the permit closeout package submitted by the CM, the case manager will verify the CM provided all pertinent construction documents, including the green building checklist and corresponding certification, environmental permits, occupancy permits, utility connections, and the final invoice payment. Additionally, the case manager will ensure the key turnover process was followed and is documented in Canopy.



The ICF Team’s approach will include a summary memoranda and notes (see **Appendix B**) with the expectation that items in the case file will need explaining. This approach will prevent questions from an auditor or monitor for various reasons—for example, a policy in effect at the time of closeout may have been different at the time it was approved, which would be explained. Fully documented closeout files that anticipate questions and answer them will reduce the number of questions asked, reduce concerns or findings documented, and reduce the amount of time PRDOH spends on research or follow-up.

The QA/QC specialist will review each closeout file to comply with RFP, confirm proof of flood insurance is uploaded, all items are addressed, nothing will be questioned, and the story is properly told. If not, they will return the file to the Case Manager for corrections. The Regulatory Compliance Officer will ensure compliance with 2 CFR CPD, and MIT closeout notices. Once approved, the closeout file will be submitted to PRDOH for review.

6.3.11 Additional Services (Allowance)

6.3.11.1 Additional Intake Centers Per Month Per Intake Center Task

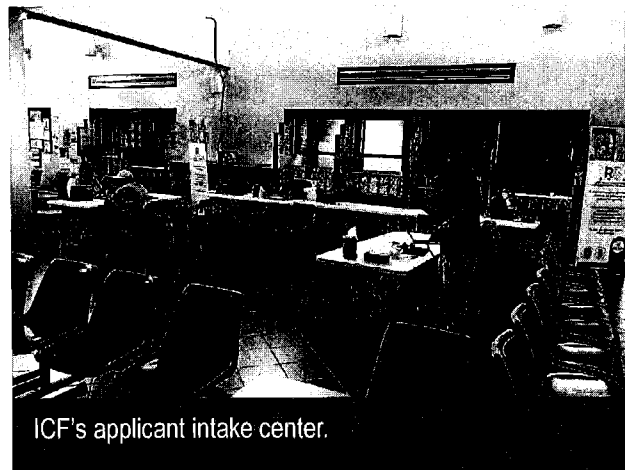
Upon PRDOH request for the ICF Team to operate a satellite intake center, the ICF Team, alongside PRDOH and the agency or municipality, will identify potential locations. The ICF Team will then visit office spaces, determine next steps, and agree to the terms, timing, and other logistical details. Our



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corporate facilities team will support our local Program Manager, as they did in R3 for Humacao and Las Piedras locations, in coordinating all logistics. Their support will enable the team to focus on program implementation instead of logistics. The corporate facilities team will assess the need for furniture, equipment, and all ancillary services. The ICF Team will provide furniture, equipment, hotspots/VPNs for secure communications, and will coordinate signage in accordance with the program requirements.



ICF's applicant intake center.

Our team's appointment system will be used to manage the satellite intake center appointments, and we will schedule the hours of operation and resources available (at least two trained and qualified case managers) in collaboration with PRDOH and the municipalities that need local support.

In some cases, it may be easier to support applicants via planned intake events rather than a satellite facility—we have successfully moved the most cases from intake to construction complete, covering one half of Puerto Rico (including Vieques and Culebra), with only one intake center (Plaza Carolina).

6.3.11.2 Appraisal of Home Market Values Per Unit Task

Appraisals are needed for every home in a floodplain, properties being acquired, and replacement properties for applicants participating in relocation. A large enough pool of experienced appraisers available to provide accurate appraisals within 14 days of identifying the need is essential. Our existing team of appraisers from RAC Titles Search Inc. of Puerto Rico, will provide this service.



ICF has worked with Puerto Rican-based small business, RAC Titles Search Inc., since the beginning of the R3 Program. During this partnership, the firm has completed nearly 2,000 appraisals.

Once the floodplain determination is confirmed, the appraisal team is notified. The project coordinators will assist the RAC Titles in scheduling the appraisal. The appraiser will visit the property, consider all elements of it, verify aspects in the available deed documents, and complete their appraisal assessment.

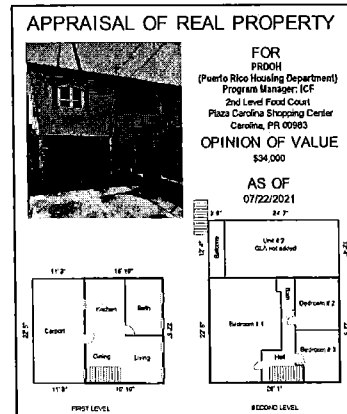
To clarify inconsistencies in addresses among documents in the file, the appraiser will describe any of these discrepancies in the appraisal report. Additionally, the case managers will be trained to include the full address (including the barrio name) in the intake section of Canopy to minimize discrepancies.

The appraisers will be duly licensed and qualified to conduct real estate property appraisals in Puerto Rico. Appraisals will be conducted in accordance with the requirements outlined in the current R3 Program user guide. Properties must meet specific requirements as established by the HUD Valuation Analysis for Single Family One- to Four-Unit Dwellings Handbook (4150.2) (or the latest version). The



appraiser will complete a site analysis and a complete visual inspection of the interior and exterior of the subject property. Upon completion of the appraisal, the appraiser will prepare an appraisal report to include the following:

- A detailed description of the property appraised
- General market data and comparable properties
- Separate valuation for structure and land
- Supporting information for valuation conclusions
- Certification of the appraisal, noted by the appraiser’s signature



The RAC Titles task manager will review the completed reports from the appraisers and upload them into Canopy for ICF’s QA/QC specialist to review. The QA/QC specialist will validate that the property information matches the property details in the damage assessment and that address discrepancies are explained. Once deemed correct, the completed appraisals will be submitted for PRDOH approval.

6.3.11.3 Update of Previously Appraised Home Market Values Per Unit Task

Because appraisals are currently only considered valid for 12 months, some appraisals must be redone for applicants receiving a relocation award. After the relocation voucher is issued, the appraiser will be notified to conduct the re-appraisal. The RAC Titles appraiser will complete the new appraisal as described in Section 6.3.11.2. The scope and content of the re-appraisal is the same as the original appraisal and will be completed within 7 days of identifying the need for a re-appraisal.

6.3.11.4 HQS Inspections Per Unit Task

When an applicant identifies a replacement home, a project coordinator will contact the seller of the replacement property to schedule the HQS inspection and will assign the case to an inspector in Canopy. The inspection will be conducted within 7 days of the applicant notifying their case manager that they have selected a property, unless the seller cannot accommodate the timeframe. The case manager will update the applicant as to when the inspection will be conducted upon scheduling.

The inspector will visit the selected property and review it against HQS as stipulated in 24 CFR 982.401 and will complete the HQS checklist to document compliance with the performance requirements and accessibility criteria. The inspector will upload the report in Canopy, and the QA/QC specialist will review it for accuracy. The QA/QC specialist will submit the report for PRDOH review.



After PRDOH completes its review, the case manager will contact the applicant by phone and in writing to convey the results within 5 days. If the HQS inspection fails, the applicant will be able to proceed with property as is, request items be fixed, or search for an another property. For HQS inspections performed for tenants under URA, the tenant will not be able to move into a unit that fails an HQS inspection; the owner must fix deficiencies, or the tenant must select a different property.



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6.3.11.5 URA Reimbursement Allowance

For managing and reporting the payment of URA funds to applicants. ICF will use the same subcontractor, RAC Titles, and the same processes developed for R3 for any URA payments required for Single-Family Housing Programs. RAC Titles will establish a dedicated bank account to separately hold and disburse the URA funds so that no funds are comingled, and reporting is simple. The ICF Team will provide an initial disbursement to the account to accommodate projected upcoming payments to tenants until the funds can be invoiced and reimbursed by, lessening the financial burden to our small business partner.

Once the URA payment is determined necessary by the case manager and confirmed by the QA/QC specialist, a disbursement will be requested. A check will be prepared, and the tenant will be notified of the check availability to arrange for pickup. Signature will be required by the tenant to confirm the check was received. This information—along with check clearance confirmation and date—will be included in the reconciliation report prepared monthly. These reports, and any other requested documents, will be included in the project management invoice for reimbursement by PRDOH.

The number and frequency of payments to the tenants will vary per the tenant's situation and benefits but will be in accordance with the PRDOH URA policy. These payments will not be taxed by Puerto Rico agencies such as Hacienda, as they are not taxable under Puerto Rican law. We expect reimbursement to also not be taxed.

6.3.11.6 Title Investigations Per Unit Task

When a property requires a title report, a qualified title investigator will perform the search within 5 days of the request from the case manager. The title investigator will first perform a desktop search in the Puerto Rico Registry of Property's Karibe system. If the information is not available in Karibe, the title investigator will go in person to the municipality's property registry office. The title investigator will prepare a formal title report to include the following information: history of the property, the property limits, lien holders, all owners of the property, and other pertinent information. If there is not a formal description available for the property, the title investigator will go in person to the municipality's property registry office and use the cadastral number to develop the description.

6.3.11.7 Title Investigations Update Per Unit Task

When a title report needs to be updated, the title investigator will review the existing title study to determine what updates are required. The title investigator will go in person, if needed, to the municipality's registry office to thoroughly investigate the property history. The update should be completed within 3 days of the request.

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6.3.11.8 Notarial Deeds Per Unit Task (Variable Price According to Fee Percent)

When the applicant or PRDOH acquires a property, a notary public will work with the seller to obtain necessary documents and information to execute the notarial deeds and other necessary documents. Once all information and documentation are obtained, the notary will prepare the deeds in 5 days. All notarial services, certificates, and documents will comply with Puerto Rico Notarial Act, Act No. 75 of July 2, 21987. The fees charged will depend on the value of the property and in accordance with Article 77 of Act No. 75 and Canon 24 of Professional Ethics.

6.3.11.9 Property Registry Fees Allowance

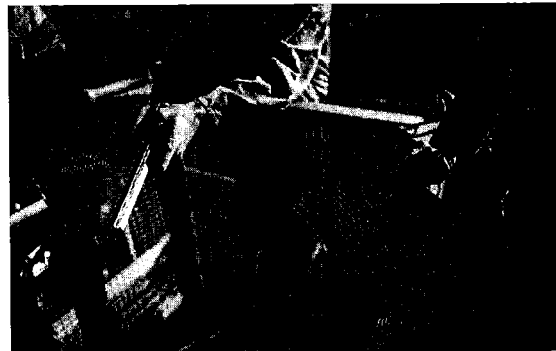
The stamps and seals are calculated on the property value and are not a fixed price. To manage this, RAC Titles will establish a dedicated bank account to separately hold and disburse these funds from so that no funds are comingled, and reporting is simple. The ICF Team will provide an initial disbursement to the account to accommodate projected upcoming payments for these fees until the funds can be invoiced and reimbursed by PRDOH.

6.3.11.10 Legal Services Allowance

If PRDOH needs legal services not outlined in the tasks above, the notary public (a licensed lawyer in Puerto Rico) will meet with PRDOH and the grant manager to determine what services are needed and what deliverables will be provided, and then a written agreement will be signed by both parties. For deeds and other documents, the notary public will then draft the requested documents for PRDOH's review and approval. For services, the notary public will also be available upon request to perform closings and other notarial duties.

6.3.11.11 Re-Evaluation of an Environmental Review Record Per Unit Task

While ICF will make every attempt to properly identify the project intent during the damage assessment, there will be times when the project intent changes after the environmental review is completed. In these cases, once the feasibility analysis is conducted by the Special Inspector and the report uploaded to Canopy, the environmental specialist will review the environmental record and feasibility analysis to determine what level of update is needed. The environmental specialist will consult with PRDOH and the grant manger and recommend the appropriate level of review in accordance with 24 CFR Part 58, HUD, SHPO and Puerto Rico environmental laws and regulations and DRNA. If re-consultation with agencies is required, ICF will submit appropriate documents to PRODH or the grant manager for review in Canopy. The environmental specialist will coordinate with PRDOH, the grant manager, and any applicable agencies to ensure the appropriate permitting is obtained.



6.3.11.12 Environmental Specialized Services Allowance

Unique situations may arise that will require ICF to conduct specialized environmental services to fulfill federal and/or local regulatory requirements. If environmental specialized services are required



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to support PRDOH, ICF will source an appropriate resource who is well-qualified to perform the work requested. Whether the resource is ICF staff or a subcontractor, ICF will submit a Request for Authorization (RFA) that details the services to be subcontracted or performed. The RFA will also include the name of the resource, their resume or professional credentials, and their rate per hour or per task. No work will be conducted without the approval of PRDOH.

6.3.11.13 Elevation Survey Per Unit Task

For properties within the floodplain, a desktop review will be performed to preliminarily evaluate if elevation is feasible. The project coordinator will assign the elevation survey and schedule a site visit with the applicant.

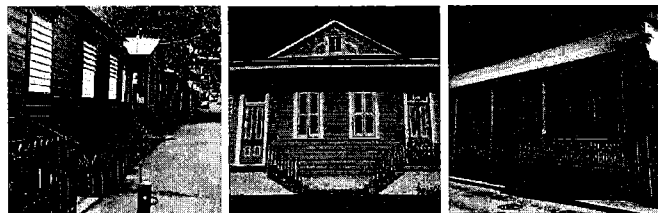
To acquire field data elevations and observations, the licensed Puerto Rico surveyor will go to the site and establish a baseline with at least two control points to geo-reference the project to the Puerto Rico Vertical Datum 2002 (PRVD) and the North American Datum 1983 revision 2011 epoch 2010 (NAD83). Then, the surveyor will locate the corners of the main structure and acquire the elevations of the four sides of the structure within about 10 feet of the foundation (where feasible or possible), determining the lowest elevation. The surveyor will also acquire the finish floor elevation of the existing structure.

To analyze the field data acquired, the surveyor will compare the difference in elevations between ground elevations (measured at the site) and the corresponding area base flood elevation (ABFE). Additionally, 2 feet will be added as required to determine the height elevation above the ground surface. The surveyor will also average the four elevations of each side of the structure (unless one or more sides are significantly different.) Finally, the surveyor will prepare an elevation survey report with the project identification data, tax ID, ABFE, ground elevations, finished floor elevation (FFE) of existing and proposed structure, methodology used, aerial photographic image depicting the location of the property, and flood map with panel number and stamp/seal.

If the results of the survey require the home be elevated more than 5 feet, the only project intent available for the applicant is relocation. If the home is deemed historical, the Program Manager will consult with PRDOH and the grant manager prior to the project intent determination. The surveyor will provide their results to the environmental specialist to incorporate into the Tier 2.

6.3.11.14 Historical and Archaeological Studies Per Unit Task

Applicants to Single-Family Housing Programs may be in historic districts, and some homes may be individually eligible for the National Register of Historic Places



Historic sites across the municipalities.

(NRHP) or in archaeologically sensitive areas. In these scenarios, special studies are required to determine the best course of action that improves resilience for the applicant and their family while also identifying and preserving cultural resources. As needed, our local experts will conduct historic and archaeological research in state and federal online databases and perform analyses to determine if the projects conform with the allowances in **Appendix B** of the programmatic agreement between FEMA, SHPO, and the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency (COR3), which



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was amended to include PRDOH (Addendum to the Programmatic Agreement Between the Federal Emergency Management Agency, the Puerto Rico State Historic Preservation Office, and the Central Office for Recovery, Reconstruction, And Resilience to Include the Puerto Rico Department of Housing).

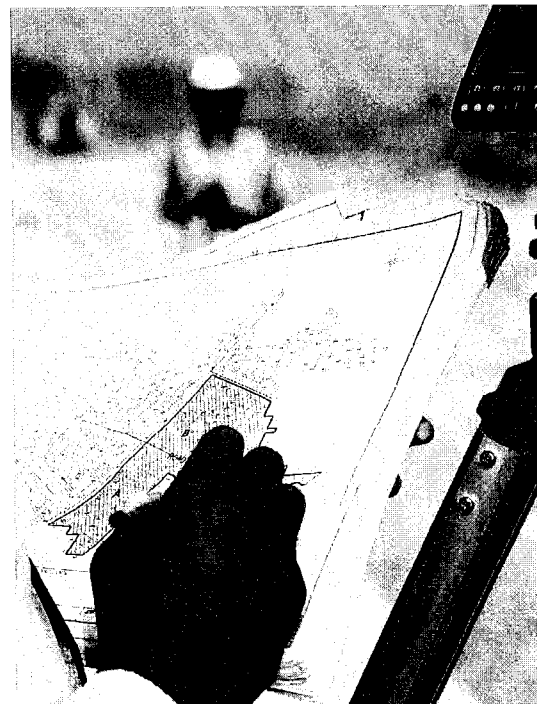
If the project does not conform to the allowances, our local experts will, as needed, conduct onsite research and prepare the alternate Section 106 compliance process forms developed by PRDOH for CDBG-DR projects for both archaeological and architectural resources for to begin the SHPO standard consultation process. This work may include assessing the determination of eligibility to the NRHP for architectural and archaeological significance. The project work will comply with the requirements established by SHPO to conform with Sections 106 and 110(K), and the required studies will be performed by our historic preservation personnel who meet the Secretary of the Interior's professional qualification standards. These requirements may include architectural assessments; determination of eligibility to the NHRP, archaeological assessment Phase I, II, or III; and archaeological monitoring.

6.3.12 Overall Plan for ICF and Contractor Compliance

In addition to ICF, our project team will include two firms with demonstrated success in implementing and managing the R3 Program: CMA Architects and Engineers, LLC; and RAC Titles Search Inc. CMA has been one of the main project vendors for the program since it began in 2019, conducting final inspections resulting more than 825 construction completes. RAC Titles has conducted more than 2,300 appraisals since the project's start. We're excited to add a new WBE subcontractor, Ruth L. Trujillo Rodriguez Professional Land Surveyors, PSC, to our team for the new task of elevation surveys, furthering our goal of supporting and advancing Puerto Rican small businesses. Our proposed Program Manager, Marianita Rosa, will manage all subcontractors. She will coordinate with the lead from each subcontractor to ensure consistent performance. ICF's contract manager will assist Marianita Rosa-Montañez with understanding and tracking PRDOH's contractual compliance elements. ICF's subcontract manager will do the same with our three subcontracts, including complete flow-down provisions. The Regulatory Compliance Officer will lead all Section 3, MBE/WBE, and monitoring/auditing efforts, along with their duties leading statutory compliance oversight of the construction managers work.

6.3.13 Overall Plan for Complaints

PRDOH must attend to complaints, appeals, reconsideration requests, and administrative reviews, which requires time and attention and has the potential to negatively affect public opinion of the program. The ICF Team bases its operational approach on high customer service standards that minimize the potential for legitimate complaints, as detailed previously in **Section 6.3.1.**



From the start of the R3 Program, ICF has taken a proactive, solution-oriented perspective. We have met regularly with the other Program Managers and the grant manager to develop recommendations for process improvements. The following table includes a sample of current or potential problems PRDOH may face in implementation of the three single family housing programs along with proposed solutions and the benefits of each solution .

Task	Problem	Proposed Solution	PRDOH Benefit
1	Lack of or slow response by BRR or MIT applicants	Use multiple communication methods, coordinate with municipality, host local in-person events, complete applications for the applicant	Applicant-focused efforts to help them in access and understand the program increases satisfaction and lessens complaints
1 & 2	Continuing to process ineligible applicants, which wastes time and resources	If one eligibility requirement fails, stop working on the case and make the applicant not eligible.	Deeming an applicant ineligible if they fail eligibility requirements prevents false expectations and allows case managers to focus on eligible cases.
2, 3a, 3b	Unclear definition of a single vs. multi-owner attached housing unit	Revise policies to provide a clear definition. Recommend that for single-owner attached housing, all parties own all units together; for multi-owner attached housing, each party owns one unit.	Clarifying the definition avoids potential URA violations and consistently treats attached housing units the same across the island.
1-6	Applicants unable to reach the program for an update	Implement an online call management system that applicants can use to access information 24/7.	A call management system allows applicants to access automated information on their case and quickly receive meaningful status updates.
1-7	Program Managers not advised of current PRDOH priorities or concerns	Identify a PRDOH point of contact that the Program Managers can contact directly.	One point of contact ensures consistency, enables PRDOH to receive quicker and better responses, and alleviates miscommunication.
3a, 3b, 5a, 5b, 6	Ambiguous guidance leading to scoping disputes	Better define "decent, safe, and sanitary" and what items can be included under that coverage.	Clear definitions ensure fewer reconsiderations, ability to spend funds quicker, and consistent application across the island.
3a, 3b, 5a, 5b, 6	A high volume of reconsiderations and administrative reviews for scopes of work	Revise scoping guidance based on approved administrative reviews.	Clear scoping guidance ensures fewer reconsiderations, reduces time to process and complete construction, and increases applicant satisfaction.
5a, 5b	Inconsistencies and delays across OGPe and autonomous municipalities' permitting office processes	Provide a liaison/representative in each permitting office and OGPe to standardize the process.	Standardization enables permits to move quicker and construction to start quicker, resulting in fewer complaints.

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Task	Problem	Proposed Solution	PRDOH Benefit
3a, 3b, 5a, 5b, 6	Inconsistent construction practices and materials used throughout island	Increase definitions and specifications within construction procedures; publish an island-wide specification manual so nothing is left for interpretation.	Consistent and clear definitions and specifications ensure that everyone is treated fairly, allow PRDOH to avoid potential Fair Housing Act lawsuits, and lessen the number of appeals.
1-7	Relocation or new processes not in Canopy	Workshop with developers to discuss requests; allow Program Managers to beta test new modules before launch.	Education enables immediate use of new processes and ensures fewer mistakes are made.
5a, 5b	Delay in applicants receiving optional relocation assistance	Have the construction managers invoice outside of Xactimate and not through a scope change.	Invoicing speeds money to applicants and ensures the CM and Program Managers can focus on construction scope changes.

6.3.14 Examples of Past Deliverables from Past Projects

ICF has extensive experience preparing applicant program documents for multiple clients and will support PRDOH in developing any new documentation that may be required. We have included example deliverable documents from past projects, including those developed for R3, in **Appendix B—** intake and eligibility, damage assessments, DOB, inspections, reporting, and closeout.

Having access to a decent home is a fundamental right for all citizens and thanks to the allocation of federal funds we have enabled thousands of families to achieve their dream of having a home of their own. Our goal is to continue streamlining processes and facilitating disbursements to achieve a new Puerto Rico.

Secretary of Housing,
William Rodríguez Rodríguez



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7 Key Staffing Capacity

(RFP 6.2.4, 7.6)

Key Staffing Capacity (RFP 6.2.4, 7.6)

Team Member	Firm	Role	Onsite Availability	Level of Commitment	Degree and Area of Expertise	Years of Experience	Bilingual	CDBG-DR/HUD Experience	Other Federal Funding Experience	Housing Experience	On-Island Experience
Marianita Rosa-Montañez, PE, CGC	ICF	Program Manager	Yes	100%	MEM, Construction Management; BSCE, Civil Engineering	23	●	●	●	●	●
Heidy De la Cruz	ICF	R3 and BRR Deputy Program Manager	Yes	100%	MA, BA, Architecture	20	●	●	●	●	●
Lissette Maynard	ICF	SF-MIT Deputy Program Manager	Yes	100%	MBA; MA, Christian Counseling; BA, Accounting	25	●	●	●	●	●
Daniel Torres, PE	ICF	R3 and BRR Operations Manager	Yes	100%	BS, Civil Engineering	19	●	●	●	●	●
Jaime J. Laracuente-Diaz, PE	ICF	SF-MIT Operations Manager	Yes	100%	MS, BS, Electrical Engineering	18	●	●	●	●	●
Judith Capetillo Bermúdez	ICF	Regulatory Compliance Officer	Yes	100%	MBA, BBA, Finance and Management	30	●	●	●	●	●
Gloria Aponte Laabes	ICF	R3 and BRR Complaints, Reconsideration and Warranties Coordinator	Yes	100%	BA, Advertising and Marketing	25	●	●	●	●	●
Ingrid Rios-Negrón	ICF	SF-MIT Complaints, Reconsideration and Warranties Coordinator	Yes	100%	MA, Educational Psychology; BA, Clinical Psychology	21	●	●	●	●	●
Juan R. Avilés Hernández	CMA	Safety Officer	Yes	100%	AA, Mechanical Engineering	8	●	●	●	●	●
Abner Reyes	CMA	Safety Officer	Yes	100%	AA, System Information	19	●	●	●	●	●
Elmer Pagán Quiñones, PE	CMA	Special Inspector	Yes	100%	BS, Civil Engineering/Inspection and Project Management	19	●	●	●	●	●
Luis Santiago-Nieves, PE, MECE	CMA	Special Inspector	Yes	100%	MS, Civil Engineering	18	●	●	●	●	●
Andrew LaVanway	ICF	Executive Sponsor	as needed	10-30%	MBA, Marketing/Operations	26	●	●	●	●	●
Theresa Tucker, PE, BCEE, PMP	ICF	PRDOH Program Portfolio Coordinator	Yes	25-50%	BS, Environmental Engineering	27	●	●	●	●	●
José Sepulveda	CMA	Environmental Specialist	Yes	100%	MS, Environmental Health; BS, Biology	24	●	●	●	●	●
Juan Fernandez	CMA	Environmental Specialist	Yes	100%	MS, Environmental Sciences; BS, Biology	21	●	●	●	●	●
Mildred Guzmán, PE	ICF	Historic Preservation Specialist	Yes	100%	MS, Environmental Management; BS, Environmental Engineering	18	●	●	●	●	●
Marisol Rodríguez Miranda	ICF	Historic Preservation Specialist	Yes	100%	BS, Archaeology; Section 106 compliance	37	●	●	●	●	●
Laira Mercado	ICF	QA/QC Specialist	Yes	100%	BBA, Marketing	16	●	●	●	●	●
Carlos Rivera Acevedo	ICF	QA/QC Specialist	Yes	100%	MBA; BA, Criminal Justice	15	●	●	●	●	●
Héctor Del Valle-Beauchamp	ICF	QA/QC Specialist	Yes	100%	MBA; MS, Electrical/Telecomm Engineering; BS, Electrical Engineering	32	●	●	●	●	●
Luis Ortiz Velázquez	ICF	QA/QC Specialist	Yes	100%	BS, Civil Engineering	21	●	●	●	●	●
Victor Ortiz Feliciano	ICF	QA/QC Specialist	Yes	100%	BS, Surveying and Topography	12	●	●	●	●	●
Lisette Hernandez	ICF	Senior Case Manager	Yes	100%	BS, Business Administration and Finance; AA, Finance	12	●	●	●	●	●
Julliane Hernández	ICF	Case Manager	Yes	100%	BA, Management	22	●	●	●	●	●
Ezequiel Nieves	ICF	Case Manager	Yes	100%	BA, Management	30	●	●	●	●	●
María Santiago Cintrón	ICF	Case Manager	Yes	100%	BBA, Business Administration	18	●	●	●	●	●
Ivette Rivera Lugo	ICF	Case Manager	Yes	100%	MA, BA, Education	10	●	●	●	●	●
Limari Hernández	ICF	Case Manager	Yes	100%	BS, Psychology	20	●	●	●	●	●
Jan Eric Figueroa Ocasio	ICF	Case Manager	Yes	100%	BA, Marketing	28	●	●	●	●	●
Antonio Ramírez Morales	ICF	Case Manager	Yes	100%	BA, Marketing	30	●	●	●	●	●
José Ignacio Rodríguez Nieves	ICF	Case Manager	Yes	100%	BS, Printing Management	23	●	●	●	●	●
Rocío Cabrera Velásquez	ICF	Case Manager	Yes	100%	BA, Psychology	12	●	●	●	●	●
Harold Hernández Nieves	ICF	Case Manager	Yes	100%	BBA, Business Administration	30	●	●	●	●	●
Ruth Lopez	ICF	Case Manager	Yes	100%	BBA, Business Administration	10	●	●	●	●	●
Edgard Rivera	ICF	Case Manager	Yes	100%	BBA, Business Administration	20	●	●	●	●	●



Key Staffing Capacity (RFP 6.2.4, 7.6) continued

Team Member	Firm	Role	Onsite Availability	Level of Commitment	Degree and Area of Expertise	Years of Experience	Bilingual	CDBG-DR/HUD Experience	Other Federal Funding Experience	Housing Experience	On-Island Experience
Ada Ortiz-Navarro	ICF	Notary	Yes	100%	JD; BA, Political Science	20	●	●	●	●	●
Keyra Vaquez	ICF	Project Coordinator	Yes	100%	BS, Nursing	5	●				●
Cynthia Ríos Ortiz	ICF	Project Coordinator	Yes	100%	BS, Secretarial Studies	24	●		●	●	●
Roberto Flores Fonseca	ICF	Project Coordinator	Yes	100%	College-level studies of Natural Sciences	7	●		●	●	●
Juan Marcos Angleró-Piazza	ICF	Project Coordinator	Yes	100%	MS, Disaster Management; BS, Sociology	2	●		●		●
Nahed Luna Cestero	ICF	Customer Service Representative	Yes	100%	MBA; BA, Secondary Education	20	●				●
Otto Leither	ICF	Customer Service Representative	Yes	100%	BS, Electronic Engineering	21	●		●		●
Juan Nieves Vallejo	ICF	Customer Service Representative	Yes	100%	BA, Business Admin	20	●		●	●	●
Gabriel Quiñones	ICF	Customer Service Representative	Yes	100%	AA	20	●	●	●		●
Brenda Milagros Solero	ICF	Customer Service Representative	Yes	100%	BS, Chemical Engineering	28	●		●		●
Lauren North	ICF	Data, Analytics, and Reporting	Yes	100%	MS, Development Practice	6	●		●		●
Glissette Estrella	ICF	Administrative Assistant	Yes	100%	MA, Education; BA, Economics	32	●				●
Sharon Torres	CMA	Inspection Support	Yes	100%	B Arch.	2	●		●		●
Samuel González	CMA	Inspector	Yes	100%	B Arch.	2	●			●	●
Kevin Velázquez	CMA	Inspector	Yes	100%	BS, Civil Engineering; Project Management Certification	1	●		●		●
William Centeno	CMA	Inspector	Yes	100%	BS, Mechanical Engineering	<1	●	●			●
Paola Rivera	CMA	Inspector	Yes	100%	MS, Engineering Management; BS, Chemical Engineering	<1	●	●	●		●
Frankie Lugo	CMA	Inspector	Yes	100%	BS, Electrical Engineering	5	●	●			●
Abigail Polanco	CMA	Inspector	Yes	100%	B Arch.	2	●		●		●
Antonio Botello	CMA	Inspector	Yes	100%	BS, Civil Engineering	8	●	●	●	●	●
Tatiana Pagán	CMA	Inspector	Yes	100%	M. Arch.; BS, Environmental Design	2	●			●	●
Ailema Forzan	RAC	Appraisal Management	Yes	100%	Business Administration	23	●	●	●	●	●
Julia Murray	RAC	Appraisal Management	Yes	100%	Economist	23	●	●	●	●	●
Armando Pena	RAC	Appraisal Management	Yes	100%	Business Administration, Business Process and IT	30	●	●	●	●	●
Ian G. Pons Rivera	RAC	Appraiser	Yes	100%	Real Estate Appraiser, Broker and Consultant	20	●	●	●	●	●
Roberto F. Rodriguez	RAC	Appraiser	Yes	100%	Real Estate Appraiser, Broker and Consultant	25	●	●	●	●	●
Tamara Rodríguez Cruz	RAC	Appraiser	Yes	100%	Real Estate Appraiser	22	●	●	●	●	●
Araldo R. Roque Gonzalez	RAC	Appraiser	Yes	100%	Lawyer and Real Estate Inspector	18	●	●	●	●	●
Ricardo J. Serrano	RAC	Appraiser	Yes	100%	Lawyer and Real Estate Appraiser	23	●	●	●	●	●
Carlos Torres	RAC	Appraiser	Yes	100%	Real Estate Appraiser, Broker and Consultant	18	●	●	●	●	●
Jose A. Torres	RAC	Appraiser	Yes	100%	Real Estate and Mechanic Inspector	25	●	●	●	●	●
Pedro Villodas	RAC	Appraiser	Yes	100%	Surveying Technician and Real Estate Inspector	18	●	●	●	●	●
Ruth Trujillo Rodriguez, PSC	RTR	Land Surveyor	Yes	100%	MS, Planning; BS, Land Surveying and Mapping	12	●	●	●	●	●
Ruben Rosado Del Rio	RTR	Land Surveyor	Yes	100%	BS, Land Surveying and Mapping (in process)	3	●	●	●	●	●
Subject Matter Experts											
Dennis Morazan, PMP	ICF	Housing Construction Management	as needed	10-30%	BS, Biological Sciences; Project Management Professional Certification	25		●	●	●	
Jonathan English	ICF	Phone System Configuration	as needed	10-30%	AA, Applied Science (in process)	8			●		
Lauren Nichols	ICF	CDBG-DR Policy	as needed	10-30%	MIS, International Relations	15	●	●	●	●	
Steve Sherman	ICF	Environmental Specialist	as needed	10-30%	BA, Environmental Geography	7		●	●	●	

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT B

ATTACHMENT 1
SCOPE OF WORK
Request for Proposals
Program Management Services
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing
CDBG-DR-RFP-2022-02
(Revised for Addendum No. 9)

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This document defines the Program Management tasks that the Proposer must perform to support the Puerto Rico Department of Housing (**PRDOH**) in the implementation of the Home Repair, Reconstruction or Relocation Program (**R3 Program**), the Blue Roof Repair Program (**BRR Program**), and the Single-Family Housing Mitigation Program (**SF-MIT Program**) under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**) and the Community Development Block Grant for Mitigation (**CDBG-MIT**) grants. The PRDOH reserves the right to retain program management services of some of these programs internally and to select more than one Program Manager (**PM**). Selected Proposers may be required to work on some or all of these Programs as requested by PRDOH. The PRDOH reserves the right to transfer, at any time, an application being served by one Program Manager or contract to another Program Manager or contract. The Program Manager that was originally working with the application will be able to invoice PRDOH for all tasks completed prior to the transfer. The Program Manager to whom the Application was transferred will be able to invoice for any tasks completed afterward.

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

- 1. Home Repair, Reconstruction, or Relocation Program (R3 Program)** - provides funding to repair damaged homes or rebuild substantially damaged homes in-place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in their same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds \$60,000 as confirmed through program inspection, or if a feasibility analysis determines that reconstruction is required. The relocation venue provides homeowners with

substantially damaged homes located in high-risk areas an opportunity to relocate to a safer location.

2. **Blue Roof Repair Program (BRR Program)** - provides funding to owner-occupied single-family homes which remain with a blue roof tarp (blue roof) for weather protection as result of hurricanes Irma and/or María in Puerto Rico. A targeted approach will require the Program Manager to perform outreach efforts for applicant intake and eligibility determinations.
3. **Single-Family Housing Mitigation Program (SF-MIT Program)** – provides funding and mitigation assistance to households in Puerto Rico that face a risk of immediate threat. The Program will provide risk-based resiliency and mitigation measures to owner-occupied residences that have been identified as uninhabitable, substantially damaged, and/or deemed as an immediate threat by a program-performed Property Risk Assessment. The Program shifts focus from previous Disaster Recovery efforts by minimizing future loss and not having storm-related damage as a requirement. A targeted approach will require the Program Manager to perform outreach efforts for applicant intake and eligibility determinations.

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During the provision of program management services for the Program(s); the Program Manager will also interact with the Title Clearance Program and Housing Counseling Agencies. A brief description of both is included below:

1. **Housing Counseling** - provides recovering residents with wrap-around educational services to promote understanding of housing and financial options such as: financial literacy education, homebuyer counseling, credit repair counseling, mitigating default/foreclosure proceedings, etc. The Program Manager is expected to be available for any questions, documentation requests, or coordination meetings with the PRDOH-retained-Housing Counselors.
2. **Title Clearance** – assists low- to moderate-income households in obtaining a clear title through the provision of legal, surveying, and appraisal services. Applications that lack a clear title are required to participate in the Title Clearance Program as a condition for assistance until such time that their title is cleared, or the Title Clearance Program informs them that their application is closed. The Program Manager will refer applicants that lack a clear title to the Title Clearance Program. The Program Manager is expected to be available for any questions, documentation requests, or coordination meetings with Title Clearance Program staff.

For the implementation of the Program(s), the PRDOH will outsource Construction Managers (**CM**) to be responsible for developing feasible and cost reasonable design solutions, formulating scopes of work, and conducting permitting, abatement, demolition, disposal, and construction activities. The Program Manager will be responsible for the everyday program, project, case management, contract administration, control, and compliance oversight of the different tasks performed by the PRDOH's CMs and any other vendor under contract with the PRDOH for the implementation of the Program(s). The Program Manager will also be responsible for the inspection of all construction works for the Program(s).

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The Program Manager will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The Scope of Work presented is based upon circumstances existing at the time this Scope of Work 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 contract. The Program Manager may be required to work outside of normal business hours to accommodate for the applicant's availability and Program operational needs (i.e. weekends or evenings).

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The PRDOH reserves the right to transfer, at any time, an application being served by one Program Manager or contract to another Program Manager or contract. The Program Manager that was originally working with the application will be able to invoice PRDOH for all tasks completed prior to the transfer. The Program Manager to whom the Application was transferred will be able to invoice for any tasks completed afterward.

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

Operations Start-Up

The Program Manager's key staff resources must be ready to begin working within two (2) weeks after the contract execution date. The Program Manager is expected to perform work across all 78 municipalities of Puerto Rico. Program Managers may not charge additional costs due to the PRDOH assignment of specific municipalities or regions. The Program Manager must provide and secure the necessary office space, office furniture, office supplies, and personnel to staff the offices. The PRDOH may limit or redefine

municipalities or regions initially assigned based on the Program Manager's performance, compliance, and quality of work. The PRDOH will not guarantee a minimum number of applicants or cases to be handled by the Program Manager. The Program Manager's offices must be set up to assist property owners with existing applications and must be located within the assigned region by the PRDOH. Offices must be set up and adequately staffed to accept applicants within thirty (30) calendar days of the contract execution date.

Task 00: General Program Management and Administration

Hourly Rate Task

The Program Manager must have retained, and must maintain over the life of the contract or until requested by PRDOH, the following key staff resources. All key staff resources must be physically located in Puerto Rico.

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▪ **Program Manager**

Qty: 1

The resource assigned to the Program Manager position must have a bachelor's degree from an accredited institution or at least three (3) years of experience in other federally funded housing projects and at least seven (7) years of experience in project management.

The resource assigned to the Program Manager position will be the main point of contact between the PRDOH and the Program Manager. Will be available on-call and manage Program(s) status and progress meetings. The Program Manager position responsibilities include, but are not limited to, formulating, organizing, and monitoring the overall performance of the projects; deciding on suitable strategies and objectives; coordinating cross-project activities; leading and evaluating other staff; developing and controlling deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the Program(s) performance, its staff, and any other vendor under contract with PRDOH for the Program(s) implementation; assess Program(s) performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required in support of the Program(s). The Program Manager shall maintain a complete understanding of all applicable Program(s) policies, requirements, and procedures to ensure that all cases are reviewed within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and mitigation programs/projects.

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▪ **R3 and BRR Deputy Program Manager** **Qty. 1**

The resource assigned to the R3 and BRR Deputy Program Manager position must have at least a bachelor's or associate degree from an accredited institution or have at least three (3) years of experience in federally funded housing projects and at least five (5) years of experience in project management.

The resource assigned to the R3 and BRR Deputy Program Manager position shall consistently work with the Program Manager to implement and ensure the optimum program management services, case management of the assigned applications, and contract management to ensure the most effective progress of R3 and BRR programs sponsored construction activities. Responsibilities will include, but are not limited to, scheduling, assigning staff, allocating resources, assessing risk and managing them, coordinating various components that contribute to the R3 and BRR programs to ensure on-time delivery, ensuring that deadlines are met, and keeping all parties informed of progress and any outstanding issues. The Deputy Program Manager shall contribute and support the PRDOH Program(s) production goals and responsible to identify potential risks and identify feasible solutions.

▪ **SF-MIT Deputy Program Manager** **Qty. 1**

The resource assigned to the SF-MIT Deputy Program Manager position must have at least a bachelor's or associate degree from an accredited institution or have at least three (3) years of experience in federally funded housing projects and at least five (5) years of experience in project management.

The resource assigned to the SF-MIT Deputy Program Manager shall consistently work with the Program Manager to implement and ensure the optimum program management services, case management of the assigned applications, and contract management to ensure the most effective progress of SF-MIT Program sponsored construction activities. Responsibilities will include, but are not limited to, scheduling, assigning staff, allocating resources, assessing risk and managing them, coordinating various components that contribute to the SF-MIT Program to ensure on-time delivery, ensuring that deadlines are met, and keeping all parties informed of progress and any outstanding issues. The Deputy Program Manager shall contribute and support the PRDOH Program(s) production goals and responsible to identify potential risks and identify feasible solutions.

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▪ **R3 and BRR Operations Manager** **Qty. 1**

The resource to be assigned to the R3 and BRR Operations Manager position shall be Licensed Architect or Licensed Professional Engineers in Puerto Rico and must have at least three (3) years of experience in project management.

The resource assigned to the R3 and BRR Operations Manager position will be responsible for the daily field operations and ensuring these are performed in the most efficient manner. This includes tasks performed by other vendors under contract with PRDOH. Responsibilities will include, but are not limited to, assessing and ensuring compliance with the terms and conditions of other PRDOH vendor contracts, oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. To oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary. The Operations Manager will direct human resources and management activities at the operational side of the programs and may determine the staff needed to accomplish the operational tasks.

▪ **SF-MIT Operations Manager** **Qty. 1**

The resource to be assigned to the SF-MIT Operations Manager position shall be Licensed Architect or Licensed Professional Engineers in Puerto Rico and must have at least three (3) years of experience in project management.

The resource assigned to the SF-MIT Operations Manager position will be responsible for the daily field operations and ensuring these are performed in the most efficient manner. This includes tasks performed by other vendors under contract with PRDOH. Responsibilities will include, but are not limited to, assess and ensuring compliance of the terms and conditions of other PRDOH vendor contracts, oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. To oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary. The Operations Manager will direct human resources and management activities at the operational side of the programs and may determine the staff needed to accomplish the operational tasks.

▪ **Regulatory Compliance Officer** **Qty. 1**

The resource assigned to the Regulatory Compliance Officer position must be fully knowledgeable of the goals and objectives of the Program(s) Action Plan, Policies, Standard Operating Procedures, and must be acquainted with applicable regulations and requirements which include but are not limited to the Robert T.

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Stafford Disaster Relief and Emergency Assistance Act (**Stafford Act**), Contract Work Hours and Safety Standards Act (**CWHSSA**), the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Policy and applicable Federal and Commonwealth laws and regulations, Section 3 requirements of the Housing and Urban Development Act of 1968, Minority and Women Owned Business Enterprise Policy (**MWBE**), Conflict of Interest and Standards of Conduct Policy (**COI**), Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (**URA**), Americans with Disabilities Act of 1990, as amended (**ADA**), Section 504 of the Rehabilitation Act of 1973 (**Section 504**), and the Fair Housing Act (**FHA**), Anti-Fraud, Waste, Abuse or Mismanagement Policy (**AFWAM**), Personal Identifiable Information Policy (**PII**) and others. Shall have at least five (5) years of experience working in the regulatory compliance field.

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The resource assigned to the Compliance Officer position will be responsible for ensuring that Program(s) activities and contracts follow applicable federal, state, and local regulations. Will create, train, oversee, monitor, and report issues of non-compliance. In addition, will enforce standards to ensure that Program(s) maintains compliance. The regulatory Compliance Officer shall maintain open lines of communication with all relevant decision makers and stakeholders to keep all parties informed of regulatory changes as they may apply to the programs.

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- **R3 and BRR Complaints, Reconsiderations and Warranties Coordinator Qty. 1**
The resource assigned to the R3 and BRR Complaints, Reconsiderations, and Warranties Coordinator position must have excellent communication skills with applicants and must have at least five (5) years of experience working in a customer relations position.

The resource assigned to the R3 and BRR Complaints, Reconsiderations, and Warranties Coordinator position will be responsible for coordinating the resolution of complaints and reconsiderations by performing tasks such as investigations, surveys, interviews, educating the applicants, etc. The Complaints, Reconsiderations, and Warranties Coordinator must pay special attention to applicants and their complaints or appeals and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint or appeal merits it, the Complaints, Reconsiderations, and Warranties Coordinator may escalate the complaint or appeal to a higher management position for the appropriate actions to be taken. Must also ensure that applicant complaints are resolved in a timely matter.

▪ **SF-MIT Complaints, Reconsiderations and Warranties Coordinator** **Qty. 1**

The resource assigned to the SF-MIT Complaints, Reconsiderations, and Warranties Coordinator position must have excellent communication skills with applicants and must have at least five (5) years of experience working in a customer relations position.

The resource assigned to the SF-MIT Complaints, Reconsiderations, and Warranties Coordinator position will be responsible for coordinating the resolution of complaints and reconsiderations by performing tasks such as investigations, surveys, interviews, educating the applicants, etc. The Complaints, Reconsiderations, and Warranties Coordinator must pay special attention to applicants and their complaints or appeals and must do anything possible to ensure that complaints are properly mitigated and attended to. If a complaint or appeal merits it, the Complaints, Reconsiderations, and Warranties Coordinator may escalate the complaint or appeal to a higher management position for the appropriate actions to be taken. Must also ensure that applicant complaints are resolved in a timely matter.

▪ **Safety Officers** **Qty. 2**

Resources assigned to the Safety Officer positions must have at least five (5) years of experience working as safety officers in construction projects and must have, at the least, an OSHA 30-hour training certification in the construction industry.

The resources assigned the Safety Officer position shall be responsible for developing, monitoring, and implementing health and safety policies to ensure that Program(s) follow health and safety laws and regulations, to reduce or prevent hazards, dangers, and accidents. Safety Officers shall conduct spot inspections at projects to identify potential hazards, assess their risk, report on them, and enforce compliance with policies and regulations.

▪ **Special Inspectors** **Qty. 2**

Resources assigned to the Special Inspector positions shall be Licensed Architects or Licensed Professional Engineers in Puerto Rico and must have at least five (5) years of experience in local construction.

The resources assigned to the Special Inspector position shall be responsible for assessing special cases of work non-compliance and construction-related complaints or appeals. They will also assist in assessments requiring special engineering considerations for out of the ordinary conditions that may require

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specialized knowledge and attention to determine, the technical feasibility of repairs, reconstruction or relocations, recommendation of project intents, and grant awards, among others.

Key staff must remain assigned to the Program(s) over the life of the contract and are to be invoiced by the Program Manager to the PRDOH on an hourly basis cost of **Task 00: General Program Management and Administration**. Program Managers must notify PRDOH in writing of any changes in key staff resources. All changes to key staff are subject to the approval of the PRDOH.

Additional resources to be employed will be determined by the Program Manager based on the workload assigned and performance, nonetheless, PRDOH will not compensate, on an hourly basis, for time worked by any additional resources other than the positions specified above. Other resources will be invoiced by the Program Manager through the unit prices of **Task 01 through Task 07** described below. PRDOH will not pay for any effort of the key positions listed above spend on activities that are part of Task 01 through Task 07, including the quality control and quality assurance (QA/QC) of the deliverables.

The Program Manager shall be responsible for Program(s) operations, applications processing, and administration of the tasks and services contained herein. This task will include the activities listed below.

▪ **Operational Support**

- Works closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan and strategies for all phases of the Program(s), manage day-to-day operations, improve processes for quality and efficiency, evaluate, train, implement policy changes, and adapt to a program closeout environment.
- Support programs objectives and cultivate a formal structure to uphold regular reporting regiments, meet performance milestones, conduct program-wide meetings, and convey information for the community, the press, and PRDOH Communications Department on policies.
- Provides the PRDOH Communications Department any information related to specific samples of applications or projects for the press and/or PRDOH reporting efforts.
- Assists the PRDOH in the development and evaluation of Program(s) policy, guidance, standard operating procedures, and, once approved by the PRDOH, their dissemination among all involved parties.

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- Given that more than one Program Manager may be selected by the PRDOH, different Program Managers must communicate and collaborate to ensure Program(s) policy and procedures are implemented consistently. All Program(s) policies, guidance, and procedures are subject to PRDOH approval.
- Reviews CMs' and subcontractors' contract deliverables and performances to determine if such contractors and subcontractors comply with their contracts and Program(s) requirements.
- Responsible for the management, contract administration, and performance metrics of the CMs and other PRDOH vendors related to the Program(s).
- Reports on different phases of the project that reflect the major activity and progress within the reporting period, as specified by PRDOH (e.g. monthly, quarterly, etc.).
- Regularly communicates potential risks, impacts, trends, patterns, issues, and statuses to PRDOH and the pertinent parties and identify feasible solutions proactively and in a timely manner.
- Offers alternatives to information technology (**IT**), solutions that support and improve the management, implementation, operational efficiency, time reduction of applications, and program sponsored construction projects. The proposed IT solution alternatives shall consider the compatibility and synchronization with the PRDOH Grant Management System of Record.
- Develops and/or collects data to analyze and provide trend analysis reports and documents any information as necessary to optimize and streamline processes and compliance.
- Ensures PRDOH's documentation is sufficient to respond to the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
- Responds to and generates, in the established time, a formal response with any required information as requested by the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).
- Assists and/or conducts PRDOH training sessions regarding Program(s) implementation. The Program Manager's leadership staff is required to attend PRDOH training sessions and is responsible to disseminate information and transfer the knowledge to all Program Manager staff.
- Any other task necessary to support the Program(s) efficient operation.

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▪ **Program and Project Management**

- Support programs objectives and cultivate a formal structure to communicate and proactively share information with team members from application intake to project closeout.
- Share information and transfer the acquired knowledge among Program Manager key staff and additional resources to improve: the quality of services; deliverables; milestones; and the identification of trends, patterns, and potential risks. Also, to proactively avoid, mitigate, and provide feasible solutions to the PRDOH and Program(s). Coordination, synchronization, and time are of the essence.
- Enforce Program(s) control by measuring progress, validating cost-schedule-scope, and taking corrective actions as needed in order to achieve Program(s) goals, which includes goals set forth for CMs and any other Program(s) vendor(s) under contract with PRDOH.
- Be accountable for providing accurate forecasts of project milestones, completions, and cost estimates.
- Administer all terms and conditions, as well as compliance and non-compliance documentation, of contracts executed by PRDOH with CMs, and any other vendor contracted for Program(s) implementation. This includes but is not limited to the development and maintenance of proper documentation record-keeping strategies.
- Notify, communicate follow-up, and assure the resolution of any non-compliance issue at the Program, project, or contract levels for all vendors induced in the Program's implementation.
- Make determinations and place vendors participating in the Program on performance improvement plans (**PIP**) when performance is lacking. Provide follow up to vendors on the status of PIPs allowing the vendor to either improve and comply with the PIP terms and conditions or is found to no longer be viable for the Program(s) implementation.
- Develop and enforce PIPs for under-performing or non-compliance CMs and other PRDOH vendors for the Program(s).
- Manage daily Program(s) operations and ensure that such daily operations are performed in the most efficient manner. This includes tasks performed by other vendors under contract with PRDOH. Will be responsible for assessing, ensuring, and documenting compliance of the terms and conditions of other PRDOH vendor contracts.
- Oversee logistics management, ensuring that procedures are in place to align with the Program(s) goals and objectives.

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- Provide project and case management for the assigned Program(s) applications.
- Perform periodic reviews of CM files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- Coordinate efforts of compliance over environmental, construction, financial, and HUD regulations.
- Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- Establish Program(s) timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
- Manage Program(s) compliance requirements to include programmatic and financial reporting which may include but is not limited to: coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
- Coordinate with any third-party entity (regulatory agencies or municipalities, among others) on any technical or regulatory task needed to maximize and facilitate the implementation of any individual application or general program(s) policies for the benefit of the applicants.
- Any other supporting functions or task necessary to implement an efficient and compliant program management, project management, contract management and case management process, deliverables, and due diligence.

▪ **Design, Construction, and Statutory Compliance**

- Evaluate CMs' model home conceptual and design development submissions in accordance with the requirements and conditions of the CMs' contracts. The Program Manager shall ensure that CM design submissions of model homes comply with minimum requirements of the CMs' contracts. The Program Manager shall evaluate and ensure compliance of model homes design submissions, and thereafter submit the design submissions to PRDOH for their final review and approval.
- Evaluate Subcontractor enrollment into the Program and their performance thereafter. Notify, report, and take pertinent action which may include but is not limited to upgrades, downgrades, or suspensions from the Program(s). Performance evaluation should evaluate at minimum quality of work, scope changes requested, construction time, safety, applicant's valid complaints, quality of work, service and others.

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- The Program Manager shall inform in writing to the PRDOH or any of its representatives if non-approved Subcontractors are performing program sponsored activities and take the corresponding action(s).
- Any other task necessary to ensure construction and statutory compliance of the Program(s).

▪ **Document Control and Management**

- Store, archive, and retrieve physical documents and electronic images of all paper documents, training material, internal policies and procedures, and meeting lists of attendees.
- Establish and maintain protocols for physical file management which may include, among other things, file accessibility, file location tracking, file permissions, file ownership, and file return. This requires the Program Manager to maintain adequate secure space and storage equipment to perform such functions and requires that the Program Manager will maintain soft copy backups of original files in their custody.
- Any systems, tools, or technology provided must meet PRDOH's PII and confidentiality and nondisclosure requirements.
- Any other task necessary to comply with the requirements of document control management.

▪ **Accounting and Reporting**

- Reconcile with the PRDOH, on an established periodic basis, a complete inventory of all items furnished by the PRDOH, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.
- Review and submit recommendations for approval of Program(s) funding requests, if needed.
- Provide status reports on a regular basis or as requested by PRDOH for the progress of applications, Program(s) sponsored construction activities, project closeouts, project cost analysis, warranty claims, resolutions, trends, issues, risks and potential legal exposure.
- As requested, meet with the PRDOH to discuss the progress, status and projections of the Program(s), applicant concerns, and any other issues that may have risen during the administration of the assigned Program(s).
- Provide the PRDOH with project progress reports on demand, as well as access to the Internal Program Managers system of record for the Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Program(s).

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- Report on information that includes project activity deemed critical by the PRDOH.
 - Any other task necessary to ensure proper accounting and reporting as related to the Program(s).
- **Applicant Relations & Outreach Support**
- Coordinate outreach efforts, including call-out and/or campaigns and letter campaigns as required by the PRDOH.
 - Assist in the identification of vulnerable populations by developing and executing application intake strategies for specific geographies or applicant demographics.
 - Refer to PRDOH any inquiries or complaints from elected offices such as mayors, representatives, senators, cabinet members, or high-profile organizations such as non-profit organizations, media and associated press members.
 - Document all applicant outreach efforts and outcomes.
 - Any other task necessary to ensure proper relations of the Program Manager with its assigned applicants.

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Per Unit Tasks

The following **Tasks 01 through Task 07**, represent the unit tasks that the Program Manager must perform to process Program(s) applications from intake to closeout. In support of these unit tasks, the Program Manager shall also conduct the following task support activities when needed:

- **Applicant Relations & Communications**
 - Establish a local Program Manager Call Center to make, receive, handle, and respond to calls from Program(s) applicants. Calls may be received due to the targeted outreach approach, referrals from the PRDOH CDBG Call Center, Applicants with questions around program steps and/or requirements, and other matters in direct relation to the processing of applications for the Program(s). The Program Manager may receive calls from applicants for the Program Manager staff to guide them through the application process; collect eligibility, duplication of benefits, and other documents; and to make sure that complaints are properly addressed throughout the process. The Program Manager Call Center must provide the adequate number of staff to manage and provide service to Program(s) applicants in a diligent and service-oriented manner. Call Center must be staffed with personnel that is not working directly on the activities of Task 01 through Task 07 (i.e. call center staff cannot be a

case manager, a team lead, an inspector, or any other staff working directly with applications processing).

- Provide support for inquiries made by the applicants via phone, email, or online web submission.
- Reach out to potential, and/or eligible Program(s) applicants, to maintain continuous communications and provide status updates on application or case progressions.
- Record all inquiries in the PRDOH Grant Management System of Record.
- Provide written correspondence to all applicants to relay the status of their file at critical stages. All correspondence sent to applicants, or any other entity, shall be duly signed by a representative of the Program Manager. Mail eligibility, ineligibility, withdrawal confirmation letters and any other required program notifications. Program Manager is responsible for the payment of any postage, certified mail, mail delivery, and expedited delivery, among others as needed.
- Provide consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and CM personnel for timely completion of construction activities.
- Respond to applicants within three (3) calendar days from the time applicants makes contact for any requests.
- Adhere to customer service activities requested by PRDOH. This may include mass communications to applicants to inform them of their application status.
- Have, at minimum, one dedicated case managers per 150 active applications. For clarity purpose, active applications refer to any application that has not been inactivated by the Program. This includes application that may have been placed on administrative hold due to policy or other specific circumstances that need to be addressed in order for the application to be served.
- Provide monthly status and progress updates to active applications and applications under administrative hold.
- Document communications with applicants regarding the status of their applications and subsequent related processes.
- Documents all applicant interactions and communications within the PRDOH Grant Management System of Record.
- Any other task necessary to assure proper communication and service to Program(s) applicants.

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- **Reconsiderations**

- Orient applicants on the submission of requests for reconsideration, be it through a program-based reconsideration process with the Program Manager or an administrative review process with the PRDOH.
- Receive, log, evaluate, acquire additional information, make and notify determinations on program-based reconsideration requests submitted by applicants. Program-Based Reconsideration request shall be evaluated within 20 calendars day of receipt. The Program Manager shall coordinate any adjustments to applications due to determinations on requests for reconsideration.
- Attend meetings with PRDOH's Legal Division to discuss application data for PRDOH's evaluation of administrative review requests. Respond, as required, to any and all PRDOH requests for information or documentation for the evaluation of administrative reviews. Implement any PRDOH instructions around administrative review requests and their determinations.
- Any other task to promptly evaluate program-based reconsideration requests or to assist the PRDOH in the evaluation of administrative review requests.

- **Document Control and Management**

- Ensure all project information and documentation is always readily available in the PRDOH Grant Management System of Record.
- Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, and correspondence, as well as any other document used for processing an application.
- Provide sufficient and appropriate document control and management processes to meet the financial and documentation requirements for Program(s) grants. At a minimum, the following records would be required:
 - Records providing full description of each activity;
 - Records verifying that activity meets national and grant objectives;
 - Records that demonstrate the eligibility of program activity;
 - Records required to document activity related to real property;
 - Records documenting compliance with Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement, and other applicable Program(s) policies;
 - Financial records and reports required by the Program(s); and
 - Records supporting any specific requirements of the Housing Programs or the Program(s) allocations.

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- Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste, and abuse of federal funds.
- The PRDOH will not disburse funds for any work not documented in the PRDOH Grant Management System of Record.

- **Accounting of Funds**

- Log, review, and account for all benefits received by the applicant from non-CDBG funding streams such as FEMA, SBA, NFIP, charitable organizations, insurance, and any other federal, state, or local source that may be considered a duplication of benefits for the Program(s)' activities.
- Communicate (by written communication and verbal communication if needed) with and obtain information from insurance companies to assure the proper accounting of insurance funds considered a duplication of benefits for the Program(s) activities. The Program Manager must assure that insurance funds are properly considered in duplication of benefits analyses.
- Account and reconcile (a) all federal funds requested, drawn from HUD, and awarded to eligible applicants, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to address duplicative benefits, and (d) all other funds returned by applicants.
- Reviews requests for payment from vendors and Subrecipients, when applicable, for Program(s) awards. This will include review of all reimbursement of eligible costs as well as design feasibility and cost reasonableness.

- **Reasonable Accommodation Requests**

- Orient Applicants on PRDOH's Reasonable Accommodation Requests (**RAR**) policies and procedures, as well as the additional benefits that such policies and procedures may make available to the Applicant and its associated household.
- Receive, log, evaluate, request documentation for evaluation, and make determinations on RARs submitted by Program(s) applicants. If a RAR is recommended for denial or an agreement between the Program Manager and the applicant cannot be reached, the Program Manager shall refer the RAR to PRDOH for further evaluation and a final determination on it.
- Assure that all RARs approved for applications are incorporated into the applications' Scope of Work by the CM.
- Any other task necessary to assure that RARs are properly processed, evaluated, and incorporated into Scopes of Work, when applicable.

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- **Optional Relocation Assistance**

- Should an applicant be required to temporarily vacate the property in order to allow program sponsored activities to take place, and the applicant is unable to secure temporary housing, they may qualify for rental, moving, or storage assistance to facilitate their temporary relocation until such activities are complete.
- In limited circumstances, applicants who choose to relocate to a replacement property through a relocation award may also be eligible for Optional Relocation Assistance (**ORA**), as per Program(s) policy.
- Under these circumstances, the Program Manager is required to estimate the eligible, ineligible expenses, relocation duration and return home, short-term housing interruption, and others.
- In addition, the household must provide proof of occupancy, or intent to occupy, a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants.
- The Program Manager shall evaluate the applicant's submission of documentation to support costs and receive reimbursement which includes but is not limited to:
 - The evaluation of quotes from professional moving companies and establish the reasonable cost, when needed.
 - The evaluation of self-moving expenses in those cases which an applicant opts to self-move.
 - The evaluation of lease agreements, security deposits payment and refund, monthly payments.
 - Administration and case management of applicant payments by the corresponding CM entity.
 - The evaluation of support expense documentation of other expenses, time durations and any other activities to allow Program(s) sponsored activities and homeowner moveout and return to the dwelling as approved by the Program Managers Task Order evaluation.
- The Program Manager administration and management of CMs program sponsored activities and request of time extensions must take into consideration the amount of time and impact to secure temporary housing.
- In those cases which a Program Manager approves a construction work time extension, the ORA beneficiary shall be informed and ensure the applicants lease agreement is consistent as such.

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- In those cases which an applicant received optional relocation assistance, the Program Manager must ensure these payments are received in a timely and orderly manner. Applicant service and time is of the essence.
- The Program Manager must ensure that funds are not allocated for ineligible activities as delineated in the Program(s) policy.
- Any other task necessary to assure that ORAs are properly processed, evaluated, and incorporated into Scopes of Work, when applicable.

- **Warranties**

- Assign tasks and managing the applicants warranty claims.
- Ensure the warranty binder as specified in the CMs contract are provided to the applicant and recorded in the PRDOH Grant Management System of Record.
- Following up and pursuing open warranty claims until resolved.
- Communicate with the CMs when warranty claims, trends and patterns are identified.
- The Program Managers call center shall be fully knowledgeable and equipped to receive, assist applicants, follow up with the corresponding CM Lead Warranty Manager and/or corresponding team or department until resolved.
- Any other task necessary to ensure warranty claims are properly processed.

- **Construction Control, Monitoring, and Statutory Compliance**

- Manage, coordinate, administer, and supervise Program(s) sponsored activities to include, but not limited to, cost analyses, inspections, construction progress, adherence to construction documents, quality of work, review of contractor invoices, and payment approvals, close out of applications, issues resolution, and others.
- Evaluate and approve or deny scope changes in accordance with Program(s) policies, cost reasonableness parameters, and valid requests of time extensions when necessary. Scope Changes shall be evaluated and approved or denied by the Program Manager within a three (3) calendar day period of the Scope Change being submitted by the CM.
- Identify trends and patterns that may result in unnecessary administrative burden to the Program(s) and provide feasible corrective actions.
- Coordinate site visits and perform on-site monitoring interviews.
- Hold CMs and suppliers/installers accountable for applicant warranty issues and ensure the resolution of warranty claims.
- Ensure that applications comply with the applicable Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance

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Plans. If at any phase of the process tenants qualify, a due diligence must be performed to relocate the tenant, and record of measures taken must be logged into the PRDOH Grant Management System of Record.

- Assure that all work is completed by CMs and other vendors in compliance with laws, regulations, policies, procedures, drawings, specifications, material, and equipment submittals, environmental requirements, and any other federal, state, or local requirements.
- Provide survey, engineering, and construction oversight for flood zone determinations, elevation surveys, inspections for scope compliance, and HUD quality standards. All applicants must be able to obtain flood insurance in accordance with federal regulations.
- Perform periodic inspections of CMs' program sponsored activities and provide inspection reports, evaluations of invoices, etc.
- Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned Program(s). Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Program Manager will be required to ensure compliance with minimum wages.
- Evaluate feasibility of overall proposed design solutions and cost reasonableness.
- Administer and evaluate project schedules and progress.
- Manage, coordinate, administer, and supervise CM documentation processes for activities related to Optional Relocation Assistance (**ORA**) as necessary, FEMA requirements, and procedures established by the PRDOH.
- Prepare and submit documentation requested by PRDOH complaints, and/or Legal Department staff and complies with any requests from corresponding PRDOH teams for the sole purpose of case analysis and resolution.
- Documents all applicant interactions and communications within the PRDOH Grant Management System of Record.

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The cost of the task support activities is to be considered by the Program Manager in the unit costs of **Tasks 01 through Task 07**.

Task 01: Targeted Outreach and Application Intake **Per Unit Task**

The Program Manager shall be responsible for the outreach of pre-determined potential applicants for the BRR and SF-MIT Programs. To accomplish this task the Program Manager(s) shall:

- Coordinate and acquire from PRDOH, or its authorized representative, the list of available contact or property information of potential applicants for initial outreach efforts.
- Communicate with potential applicants via mail, phone, or electronic email when available. Site visits, or other reasonable outreach efforts shall be conducted when the prior communication methods are not feasible.
- Provide information to the potential applicant about Program(s) intent, participation requirements, and timing of the application process.
- Confirm the applicant's participatory interest in the Program. If interest is confirmed, request the necessary information, documents, and forms to initiate application process.
- Follow up with applicants to obtain all necessary information, documents, and forms to fill or create an application and evaluation by the Program Manager.
- Any other task required for successful outreach and application activity to targeted applicants.

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Task 02: Complete Applications of the Program(s) **Per Unit Task**

The Program Manager shall be responsible for the collection of all required information related to eligibility and duplication of benefits analysis. Program Manager will be responsible for evaluating and recommending eligibility determinations. Such determinations are subject to the review and approval of PRDOH. The Program Manager will submit application packages, including all required documentation and the recommended determination, to the PRDOH for the corresponding eligibility review and approval. The Program Manager is responsible for remedying any deficiencies associated with a recommendation, as requested by PRDOH staff. This task shall include the following:

▪ **Intake Review**

- Perform initial application screening and processing which shall include a document completeness review and income threshold eligibility review.
- Collect required documentation for income verification, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
- Evaluate documentation in preparation for a PRDOH's Program(s) eligibility evaluation, which is based on Program(s) policy and federal requirements.

- Identify/verify applicant required documentation to validate Program(s) prioritization, as applicable.
- Request any additional information that may be required from the applicants to complete the eligibility process.
- Follow due-diligence processes established by Program(s) policy to ensure that information submitted by applicants is correctly recorded and when necessary, contact the applicant to provide them the opportunity to supply missing, incorrect, inconsistent or insufficient information.
- Communicate with applicants regarding their application's status and their related subsequent processes.
- Document all communications with applicants within the PRDOH Grant Management System of Record.
- Any other task necessary to complete the intake process of applicants.

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▪ **Eligibility Review**

- Work with applicant, municipalities, taxing authorities, insurance companies, third-party inspectors, title companies, lenders, and other vendors to collect information to perform a complete eligibility review of the applications.
- Review all documents required from applicants and third parties; and ensure that the provided documents are sufficient according to Program policies and procedures.
- Review documentation, make and justify determinations of each eligibility criterion of Programs(s) applications. This includes, but may not be limited to, disaster damage, primary residence, ownership, citizenship, and income.
- Confirm applicant ownership or proprietary interest over the property by evaluating traditional and non-traditional ownership documentation. The Program Manager shall make a proprietary interest determination (**PID**) for each Application.
- Compile necessary documents to identify all owners and lien holders of the property in order to correctly establish legal ownership or proprietary interest.
- Refer non-traditional ownership applications to the Title Clearance Program representatives, when necessary.
- Review URA implications for each application. Follow URA procedures for any tenants at the Applicant's property.
- Mail eligibility or ineligibility letters, as applicable. Advise applicants who are deemed ineligible and inform them of the applicable appeals process.
- Provide eligibility decision justification to appeals team.
- Any other task necessary to complete the eligibility process of applicants.

▪ **Duplication of Benefits Review**

- Interview applicants and collect all relevant information required to make a Duplication of Benefits (**DOB**) determination as per Robert T. Stafford Disaster Relief and Emergency Assistance Act, (**Stafford Act**), as amended.
- Evaluate benefits received from any federal, state, local or other sources and make determinations on duplicative assistance.
- Review receipts provided for previous work and other applicable documentation; and make determinations on amount of funding that may be considered non-duplicative.
- Communicate with third-parties (insurance companies, FEMA, SBA, NFIP, charitable organizations, etc.) to obtain documentation in support of the Duplication of Benefits Review.
- Any other task necessary to complete the DOB Review.

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Pre-eligibility notification letters shall be sent by the Program Manager within a five (5) calendar days of the eligibility determination being approved by PRDOH.

Task 03-A: Damage Assessments & Initial Project Intent Notification **Per Unit Task**

As related to the R3 and BRR Program, the Program Manager shall be responsible for the assessment of damages to homes and the development of a preliminary Estimated Cost of Repairs (**ECR**). Damages to homes must have been caused by Hurricanes Irma and/or María. Damage Assessments shall be performed after the PRDOH has deemed an applicant eligible for the Program(s). Damage assessments must be certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico. The Program Manager will also be responsible for obtaining all environmental data from the site and performing an environmental desktop review to establish flood zone designations (FIRM, PFIRM, ABFE), age of structures, landslide risk, elevation requirements for properties inside floodplains, historic characteristics of the property, and any other data necessary for a determination on initial project intent. For properties within a floodplain the Program Manager may also perform an appraisal of home market value (**Refer to Additional Services Allowance – task b and c**) and an elevation survey (**Refer to Additional Services Allowance – task k**).

Upon a determination of initial project intent, and if relocation is not the only viable option for the Application, the Program Manager shall proceed with a pre-award duplication of benefits review to incorporate any additional data from site visits and thereafter with an initial project intent's scope of work development process. Scopes of work will be developed by the Program(s)' CMs under the guidance, control, and management of the Program Manager. When the initial scope of work for the application is developed

the Program Manager shall promptly proceed with the notification to the Applicant for their approval prior to issuing a Task Order to the assigned CM.

This task shall include the following:

▪ **Preparation**

- Coordinate with the applicant, damage assessor, and environmental inspector, the date and time for the damage assessment to be conducted. The damage assessment and environmental review site visits, preferably, should be conducted at the same date and time to minimize disturbances to the applicants.
- Identify if the home to be assessed for damages is located in a floodplain or other flood-risk zone, hazardous area and other relevant data to determine the correct project intent.
- Identify if there is any record of hazards in the soil or water on or near the home.
- Identify if the home has potential for asbestos, lead-based, or other hazardous materials.
- Any other task necessary to prepare for the Damage Assessment.

▪ **Damage Assessment**

- Assess the home's site elements and determine their conditions and damages. Home site elements may include (but is not limited to):
 - Site restrictions;
 - Site accessibility;
 - Extreme site conditions;
 - Drainage systems;
 - Site improvements such as: plantings, fences, lighting, paved areas, stairs, and retaining walls, among others;
 - Outbuildings; and
 - Yards and courts.
- Assess the home's exterior elements and determine their conditions and damages. Home exterior elements may include (but is not limited to):
 - Foundation walls and piers;
 - Exterior wall elements such as: wood elements, siding, shingles, stucco, brick or stone veneers, and exterior insulation and finish systems, among others;
 - Windows and doors;
 - Weather stripping;
 - Shutters;

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- Awnings;
 - Garage doors;
 - Decks, porches, and balconies;
 - Exterior railings and stairs;
 - Roof weatherproofing and covering including: asphalt shingles, wood shingles or shakes, metal roofing, cement shingles, built-up roofing, single-ply membranes, and roll roofing, among others;
 - Skylights;
 - Gutters and downspouts, as well as drainage issues;
 - Parapets and gables;
 - Lighting protection;
 - Electrical service entry including: overhead wires, electric meter, service entry conductor;
 - Water service entry including: curb valve, house service main, master shut-off valve, and water meter; and
 - Evidence of mold, fungi and/or insect infestations, amongst others;
 - Septic tanks.
- Assess the home's interior elements and determine their conditions and damages. Home interior elements may include (but is not limited to):
- Basement and crawl spaces;
 - Evidence of mold, fungi and/or insect infestations, amongst others;
 - Thermal insulation;
 - Structural, electrical, plumbing, and HVAC systems;
 - Walls and ceilings;
 - Floors;
 - Columns;
 - Interior doors;
 - Windows;
 - Closets;
 - Trim and finishes;
 - Convenience outlets and lighting;
 - HVAC sources;
 - Skylights;
 - Plumbing;
 - Tub and shower enclosures;
 - Ceramic tile;
 - Counters and cabinets;
 - Electrical service;
 - Storage spaces;

- Stairs and hallways;
 - Smoke detectors;
 - Handrails and guardrails;
 - Laundries;
 - Roof trusses and joist spaces;
 - Main panelboard;
 - Branch circuits;
 - Water distribution piping;
 - Equipment such as water heaters, plumbing components, water wells, pumps, gas supply components; air conditioning units and their components, among others.
- Assess the property, evaluate, determine if exacerbated damages exist and clearly identify them.
 - Complete the Review Tier II Environmental Questionnaire – Execute Tier II Questionnaire while on-site with the applicant.
 - Quantify and document the value of work performed by the applicant at their home after the disaster that may be result in a reduction to the applicant's duplication of benefits determination.
 - Affirm home location on lot and gather GPS coordinates for home site to confirm flood zone designation.
 - Complete any other surveys requested by the PRDOH while on-site with the applicant.
 - Any other task necessary to complete the Damage Assessment.

▪ **Damage Assessment Report**

- Prepare a detailed report on the condition of the home and damages identified during the damage assessment.
 - Clearly document storm-damage and tie back to the storm with photographic evidence and narrative in the report.
 - Include the total cost of the repair to bring the home within the Program parameters.
 - Include the quantification of the value of work performed by the applicant at their home after the disaster.
 - Include a detailed item-by-item take-off of the damages identified. For cost determination, take-offs shall be combined with standardized unit prices for each type of damage.
 - Include photographic evidence of the home's exterior including photos of the front, back, and sides. Include any additional photograph required to document the overall building structure and site.

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- Include photographic evidence of the damages identified during the damage assessment. Pictures must be of reasonable resolution to adequately discern the subject matter.
 - Include any conditions identified (engineering or otherwise) during the assessment that may not allow repair works to be performed at the home and, as such, may trigger reconstruction or relocation.
 - Ensure that the Damage Assessment Report and other documents are certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico.
 - Include any other pertinent information to the Damage Assessment Report.
- For damage assessment reports Program Managers are required to acquire, be proficient, and make use of Xactimate software for the damage assessment reports. Xactimate will be used throughout the Program(s) for consistency in line-item pricing as well as damage assessment report format. Cost associated with Xactimate product licenses are the responsibility of the Program Manager.
 - Program Manager must work with PRDOH to provide reports and line-item data directly to the PRDOH Grant Management System of Record.
 - Upload the report to the PRDOH Grant Management System of Record. for review and approval acceptance of the PRDOH. Reports and data are to be uploaded in the format established by PRDOH.
- **Environmental Desktop Review**
 - The environmental desktop review shall be conducted by the Program Manager Environmental Specialist to identify limiting factors and /or risk(s). Based upon the GPS coordinates gathered in the Damage Assessment the Program Manager shall identify environmental considerations that may affect the application initial project intent determination that shall include but is not limited to:
 - Floodplain zone determination (FIRM, PFIRM, ABFE Panels);
 - Wetland determination;
 - Coastal Zone determination;
 - Toxic chemicals, gases, hazardous materials, contamination and radioactive zone determination;
 - Slope, erosion and landslide risk determination;
 - Year structure was built;

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- Historic preservation determination including but not limited to historical zones/districts, historical properties or with potential of being a historical property;
- Preliminary elevation required based on GIS analysis; and
- Any other information that could impact the project intent.

Damage Assessments and Environmental Desktop Reviews must be submitted by the damage inspector and the environmental specialist respectively; and approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record within forty-five (45) calendar days from the time the applicant is sent the eligibility notification. If Damage Assessments and Environmental Desktop Reviews cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying which, PRDOH will only accept for reasons outside of the control of the Program Manager.

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- **Initial Project Intent Determination**
 - For properties within a floodplain, perform an appraisal of home market value to make determinations on substantial improvement to the structure.
 - For properties within a floodplain where preliminary GIS elevation requirements seems to make elevation feasible, perform an elevation survey to determine accurate elevation height requirements for the property.
 - Perform any additional due diligence, specialized service, or study to responsibly make a determination of initial project intent for the application.
 - Take into consideration household needs (size, reasonable accommodation requests, disabilities, etc.); cost of repairing, rehabilitating, retrofitting, or reconstructing; environmental data (flood zone, age, landslide risk, historical characteristics, etc.); cost of elevating (if feasible), and property characteristics (structure conditions, site conditions and constraints, applicant-initiated reconstructions, additional housing units, etc.) to make and justify a determination of initial project intent for the application. The Program Manager shall analyze and select the most feasible and cost-effective project intent determination for the application.
- **Pre-Award Duplication of Benefits Analysis**
 - Re-evaluate and update the applicant's Duplication of Benefits Analysis by assuring that no additional benefits were received since the previously completed analysis and updating the offsets applied with any new data obtained from the Damage or Risk Assessments, or from the applicant or any other third-party.

- Any other task necessary to assure a complete pre-award duplication of benefits analysis for the application.

- **Initial Repair/Retrofit or Reconstruction Scope of Work Development**

- Assign a Program(s) CM to the application.
- Coordinate with the applicant, the CM, and the Program Manager's own staff a site walk of the applicant's property for initial scope development purposes according to the Program(s) determination of initial project intent (i.e. repair/retrofit or reconstruction).
- Further assess, with the help of the assigned CM, the feasibility of the initial project intent determined for the application. If both the Program Manager and CM determine, after careful consideration of all risk factors, that the initial project intent is unfeasible, then make a new determination of project intent for the application. In the case of a relocation project intent determination, the Program Manager shall move to **Task 5-B**.
- Organize, coordinate, and manage the Initial Scope of Work development by the CM. Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM within ten (10) calendar days of the scoping site walk date.
- Review the initial Scope of Work submitted by the CM. The Program Manager shall assure that the initial scope:
 - Is one of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
 - Is properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
 - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
 - Considered household needs such as unit size requirements and any Reasonable Accommodation Requests approved by the Program(s) for the applicant's household.
 - Considered determinations of damage and risk mitigation from the Program(s) Damage and Risk Assessments.
 - Considered all environmental data available to date, including determinations of floodplain, elevation, landslide risk, and historic property, as well as any other environmental data available at the time of scoping.

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- Considered constraints on substantial improvements federal requirements for properties within a floodplain.
 - Considered feasible scope reductions to address any DOB of the application.
 - Is one that is design feasible and cost reasonable under the specific circumstances of the application and the project site.
 - Any other pertinent consideration related to the specific circumstances of the application.
- Any other task necessary to ensure the approval of a feasible Scope of Work for the application.

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▪ **Pre-Award Scope of Work Notification and Applicant Acceptance**

- Notify the preliminary Scope of Work determination to the applicant by sending them a Pre-Award Notice and Preliminary Scope of Work Acceptance Form. The notification shall include, as an attachment, the initial Scope of Work prepared by the CM and approved by the Program Manager.
- Orient the applicant on the Scope of Work proposed by the Program(s) and reasons for the Scope of Work determination. Also orient on any duplication of benefits and funds subrogation needed for the Program(s) to execute an award. Inform the applicant that for the Program(s) to proceed with further development and implementation of the Scope of Work their acceptance is needed.
- Follow-up with the applicant and obtain their determination on the Scope of Work proposed by the Program.
- Any other task necessary to properly notify the applicant of the Scope of Work and obtain their acceptance of it for the Program(s) to proceed.

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The Damage Assessment documentation & the Initial Project Intent Notification must be approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record and submitted to the applicant within forty-five (45) calendar days from the time the applicant received the eligibility notification. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement. If the Damage Assessment & Initial Project Intent Notification cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

Task 03-B: Property Risk Assessments & Initial Project Intent Notification **Per Unit Task**

As related to the SF-MIT Program, the Program Manager Risk Assessor shall be responsible for conducting a Property Risk Assessment (**PRA**). This assessment will rank a property's level of vulnerability by identifying its unmet risk mitigation measures. The PRA consists of a risk assessment site visit, an environmental desktop review, and a technical feasibility evaluation. Together, the activities determine an application's risk-based eligibility and the application's Initial Project Intent. The completed Property Risk Assessment Report must be certified by a licensed Professional Engineer or Licensed Architect in Puerto Rico. The Program Manager will also be responsible for obtaining all environmental data from the site and performing an environmental desktop review to establish flood zone designations (FIRM, PFIRM, ABFE), age of structures, landslide risk, elevation requirements for properties inside floodplains, historic characteristics of the property, and any other data necessary for a determination on initial project intent. For properties within a floodplain the Program Manager may also perform an appraisal of home market value and an elevation survey.

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Upon a determination of an initial project intent, the Program Manager shall proceed with a pre-award duplication of benefits review to incorporate any additional data from site visits and thereafter with an initial project intent's scope of work development process. Scopes of work will be developed by the Program(s)' CMs under the guidance, control, and management of the Program Manager. When the initial scope of work for the application is developed the Program Manager shall promptly proceed with the notification to the applicant for their approval prior to issuing a Task Order to the assigned CM.

The PRA shall include the following:

▪ **Preparation**

- Coordinate with the applicant, risk assessor, and environmental inspector, the date and time for the risk assessment to be conducted. The risk assessment and environmental review site visits, preferably, should be conducted at the same date and time to minimize disturbances to the applicants.
- Identify if the home to be assessed for risk is located in a flood plain or other flood-risk zone, hazardous area and other relevant data to determine the correct project intent.
- Identify if there is any record of hazards in the soil or water on or near the home.
- Identify if the home has potential for asbestos, lead-based, or other hazardous materials.
- Any other task necessary to prepare for the PRA.

▪ **Property Risk Assessment (PRA)**

- A Property Risk Assessment Field Observation is a site visit that will be conducted for every applicant structure to assess the visible aspects of the property. This will require obtaining a structure location and photographs to define the structure type. The Report will conclude with a visual determination that identifies any potential risks, vulnerabilities, and other items of mitigation interest. Upon completion of each site visit, a Property Risk & Vulnerability Field Observation Report will be generated.
- The structure location is a set of GPS coordinates and includes six figures after the decimal point with each coordinate. For each application, the structure location shall be recorded in the PRDOH Grant Management System of Record.
- If the Property Risk & Vulnerability Field Observation Report qualifies the structure as eligible it will proceed with the Program to potentially receive mitigation assistance. This process includes but is not limited to the evaluation of a site location, accessibility, infrastructure connectivity, site restrictions, and assessment of the structural integrity, (which may affect the feasibility of program sponsored activities to be performed).
- The PRA will identify if the property is evident of flood, water intrusion, storm surge, proximity to bodies of water, irrigation channels, and others that may result as unfeasible to perform program sponsored activities.
- The PRA will declare if the property is susceptible to soil erosion, landslide, and/or extreme slope conditions that may disqualify the property to perform program sponsored activities.
- The PRA will identify observable safety hazards risks and other vulnerabilities that may result in the loss of life and/or property.
- The PRA will identify if the home has potential for lead-based materials and/or other hazardous materials.
- The assessment of infrastructure and site conditions shall clearly identify existing and vulnerable conditions which may include but are not limited to:
 - Property accessibility (road and access conditions);
 - Infrastructure and service accessibility;
 - Electrical infrastructure availability and service: service drop, weather head, conduits electric meter, main and distribution panel, ground bar, hazards, and others;
 - Water infrastructure availability and service: water meter, main shut-off valve, and distribution lines, water wells, community water wells, solar water, gas and/or electric water heaters, hazards and others;

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- Septic infrastructure availability and service: sanitary system which may include but is not limited to main sanitary lines, leaching fields, holding tanks, hazards and others;
 - Site features, restrictions and obstructions;
 - Outbuildings, yards/courts, proximity to electrical/communication towers, irrigation channels, waterways, bodies of water, rock formations, observable geological formations;
 - Evidence of soil erosion/landslide, terrain slope, and others;
 - Site and structure drain system (natural, surface runoff, subsurface, downspout and gutter systems, etc.);
 - Site improvements such as: retaining walls, perimeter walls/fence, walkways, stairs, ramps, driveways, carports, paved areas, swales, drainage, plantings, lighting, and others;
 - Preliminary site conditions, limits, and distances from the front, rear, and lateral patios to the existing structure perimeter.
 - Any other evaluation of existing conditions necessary to prepare the site PRA and determine the level of vulnerability and unmet need.
- The assessment of exterior structural conditions to be assessed shall clearly identify existing and vulnerable conditions and imminent safety hazards which may include but are not limited to:
- Structural systems such as: foundations (footings, foundations and retaining walls, columns, under-floor space, and others), floors (slab on grade concrete floor, concrete masonry units and in-fill, wood floor framing, floor sheathing, steel floor framing, exterior decks, balconies, and others.), walls (concrete wall, masonry construction, particleboard, wood structural panels, steel wall framing, wood wall framing, insulated wall construction, and others), wall covering (plaster, gypsum board, wood siding, shingles, vinyl, fiber cement and exterior insulation finish systems, and others), roof-ceiling construction (concrete slab, wood framing, cold-formed steel framing, ceiling finishes such as corrugated metal, wood panels, acoustic panels and suspended ceiling, roof puddling, roof impermeabilization, thermal barrier, insulation material, detached concrete cover, exposed/corroded steel rebars);
 - Evidence of mold, fungi and/or insect infestations, amongst others;
 - Structural components such as bearing, non-bearing walls, framing system (ridge, joist, purlins, eaves), and others;
 - Building material such as concrete, masonry units (**CMU**), brick, wood, steel, stone, mixed materials (clearly defined) and others;

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- Other building components such as windows, skylights, entrance/egress doors, security grills, gates, fence, railings, guardrails, attics, crawl spaces, basements, and others;
- Any other evaluation of existing conditions necessary to prepare the site PRA and to determine the level of vulnerability and unmet need.
- The assessment of interior structural conditions shall clearly identify existing and vulnerable conditions and imminent safety hazards. This includes but is not limited to:
 - Electrical system (distribution panel, breakers, conduits, outlets, ground fault circuit interrupters, switches, luminaires, exposed wires, etc.);
 - Smoke and carbon monoxide alarms/detectors;
 - Plumbing system (valves, distribution/supply lines, kitchen/bathroom faucets and components, drain system/components, toilet, shower tubs, heads, shower head water heaters, vanities, pedestals etc.);
 - Heating, ventilation and air conditioning system;
 - Floor (wood, vinyl, ceramic tiles, boards, etc.);
 - Walls (bearing/non-bearing walls, gypsum wall board/wood partitions, trim, insulation, finishes, paint coating, hazards, etc.);
 - Ceiling (detached concrete cover, exposed/corroded steel rebar, wood/acoustic panels, suspended ceiling insulation, etc.);
 - Windows (installation, operation, water intrusion, etc.);
 - Interior doors (openings, installation, operation, hardware, etc.);
 - Kitchen counter, cabinets, closets, storage, laundry spaces;
 - Interior, exterior spaces, balconies, corridors, hallways and stairs, etc.;
 - Evidence of mold, fungi and/or insect infestations, and others;
 - Other equipment such as refrigerators, medical, and insulin coolers, solar, gas, electric water heaters, air conditioning, ceiling/wall fans, among others.
- Quantify and document the value of work performed by the applicant at their home after any qualifying disaster that may result in a reduction to the applicant's duplication of benefits determination.
- Assess the property, evaluate, determine if exacerbated damages exist and clearly identify them.
- Provide and inform the applicant related to the Program Reasonable Accommodation and Modification Request according to Program policy.
- Capture the information and data (if tenants are present) according to the Uniform Relocation Assistance Guide & Residential Anti Displacement and Relocation Assistance Plan.

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- Capture the information and data if multiple applicants reside within a property such as in attached housing units, which shall be clustered, evaluated, processed, and recorded in the PRDOH Grant Management System of Record.
- Complete any other surveys requested by the PRDOH while on-site with the applicant.
- Environmental Tier II Evaluation Complete the Review Tier II Environmental Questionnaire – Execute Tier II Questionnaire while on-site with the applicant.
- Any other task necessary to complete the PRA.

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▪ **Environmental Desktop Review**

- The environmental desktop review shall be conducted by the Program Manager Environmental Specialist to identify limiting factors, risk(s) and/or vulnerability. Based upon the GPS coordinates gathered in the PRA the Program Manager shall identify environmental considerations that may affect the application initial project intent determination that shall include but is not limited to:
 - Floodplain zone determination (FIRM, PFIRM, ABFE Panels);
 - Wetland determination;
 - Coastal Zone determination;
 - Toxic chemicals, gases, hazardous materials, contamination and radioactive zone determination;
 - Slope, erosion and landslide risk determination;
 - Year structure was built;
 - Historic preservation determination including but not limited to historical zones/districts, historical properties or with potential of being a historical property;
 - Preliminary elevation survey (if applicable); and
 - Any other information that could impact the project intent.

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▪ **Property Risk Assessment Report & Initial Project Intent Determination**

- Prepare a detailed, comprehensive, and technically feasibility Property Risk Assessment Report that documents existing conditions, hazards, threats, risks, vulnerabilities, and unmet mitigation needs of the property as identified in the PRA and Environmental Desktop Review.
- The Property Risk Assessment Report will provide a Program Initial Project Intent Determination in one of the following venues: repair/retrofit, reconstruction, or relocation.

- The Property Risk Assessment Report shall include quantifiable and verifiable information which at a minimum includes but is not limited to:
 - Any condition(s) identified during the PRA (engineering or otherwise) that may not allow the Program to effectively repair/retrofit the property, consequently triggering reconstruction or relocation;
 - Examples of such conditions may include but are not limited to the failure (beyond repair) of critical structural elements, soil erosion and landslides, potential for floods, and any other hazardous conditions that may pose risk of loss of life, injury, damage to and loss of property, and suffering and hardship.
 - Any condition(s) identified during the PRA (engineering or otherwise) that may not allow the Program to effectively conduct a reconstruction and therefore may trigger a relocation;
 - Examples of such conditions may include but are not limited to extreme slopes, soil erosion and landslides, base flood elevations beyond maximum elevation requirements, and any other hazardous conditions that may pose risk of loss of life, injury, damage to and loss of property, and suffering and hardship.
 - Include any other pertinent information to the Property Risk Assessment Report;
 - Itemized and total estimated costs required for repairs/retrofit of the structure that of which complies with Program eligible activities, applicable codes, specifications, requirements, and standards to assist as per the identified vulnerability and mitigation unmet need;
 - A detailed item-by-item take-off of the damages identified. For cost determination, take-offs shall be developed with standardized Program unit prices;
 - Identify and include the cost of work performed by the applicant at their home after the disaster(s). The itemized and total estimated cost and/or value of repair works performed by the applicant using other sources of funds such as FEMA, IA, assistance, and insurance proceeds, to quantify the Work in Place (**WIP**) for duplication of benefits, if applicable;
 - Photographic evidence of the home's access, infrastructure, site conditions, structure exterior and interior conditions. This includes but is not limited to photographs of the front, back, sides and roof (when accessible). Include any additional photograph required to document the overall conditions as described above;

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- Photographs must be of reasonable resolution to adequately discern the subject matter and include the date, time, and GPS coordinates embedded in the image;
 - The Property Risk Assessment Report and other documents are certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico; and
 - Any other pertinent information documented or observed during the site inspection.
- Xactimate will be used throughout the Program for consistency in line-item pricing as well as Property Risk Assessment Reports. Cost associated with Xactimate product licenses are the responsibility of the Program Manager.
 - Program Managers are required to acquire, be proficient, and make use of Xactimate software for the Property Risk Assessment Reports.
 - Program Managers shall record the itemized, and total estimated cost into the PRDOH Grant Management System of Record.
 - Program Manager shall provide PRDOH an itemized report and cost comparison of the changes in cost of line items when a pricelist evaluation is requested.
 - Program Managers are required to acquire proficiency with the PRDOH Risk Assessment tools, and its data sets that shall be used to acquire risk, assets, vulnerability, and mitigation unmet needs to complete the Property Risk Assessment Report and provide an Initial Project Intent Determination.
 - Identify if the home is uninhabitable, is an immediate threat, or is in a "high-risk area," or other relevant data to determine the correct project intent.
 - Any other task necessary to complete the Property Risk Assessment Report and Initial Project Intent Determination.

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The PRA documentation & the Initial Project Intent Notification must be approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record and submitted to the applicant within forty-five (45) calendar days from the time the applicant received the eligibility notification. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement. If the PRA & Initial Project Intent Notification cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

Task 04: Environmental Review Records (Tier II)

Per Unit Task

The following tasks shall be performed by the Program Manager as part of the Project

Environmental Review Record, Tier II Site-Specific Report. The personnel assigned to perform the Environmental Surveys and Environmental Review must have a bachelor's degree or higher education in Engineering, Environmental Management, Science, or similar field and must have at least three (3) years of experience as Environmental Consultant or similar relevant experience. This task shall include the following:

▪ **Preparation**

- The Program Manager shall assign the application an Environmental Specialist.
- Any other task necessary to perform the environmental review record (Tier II).

▪ **Environmental Surveys and Assessments**

The services required under this task include but are not limited to the completion of environmental site assessments.

- Perform a record review which will contribute to an environmental documentation library to identify broader and recognized environmental conditions in connection with the property.
- The Program Manager(s) is responsible to notify the PRDOH of any other requirement, studies, reviews and/or assessment related to this task.

▪ **Environmental Review Record**

The services required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners (including Grant Manager, Program Managers, and CMs). For each project, the Program Manager(s) will conduct environmental reviews (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental review requirements. For each project, the Program Manager(s) will create an Environmental Review Record (**ERR**) meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58. This will include structure verification of dates of construction with aerial imagery, and the preparation of forms, as needed, by staff meeting the Secretary of Interior's (**SOI**) Professional Qualifications Standards for Architecture or Architectural History for submission to the State Historic Preservation Office (**SHPO**) regarding structures 45 years in age or greater that are recommended as not eligible for listing in the National Register of Historic Places.

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The Program Manager(s) will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, etc.). The Program Manager(s) will be responsible for coordinating with the project sponsor (PRDOH) and the oversight/regulatory agencies to assure permits and/or compliance documentation is obtained for each ERR.

The primary service under this task will be the generation of ERR (Tier II) for the Program. The template for the ERR (Tier II) will be generated from the PRDOH Grant Management System of Record. The Program Manager(s) will be expected to use that template (generated from the Tier I document) for their Tier II reports.

This task requires the Program Manager(s) to have the capability to evaluate potential environmental impacts of proposed activities identified in 24 CFR 58.5 and 24 CFR 58.6, and the NEPA requirements at 40 CFR 1500.

The following activities are included in this task, as may be required by PRDOH on a project by-project basis:

- Maintain contact list of governmental and non-governmental stakeholders.
- Mail, email and otherwise distribute legal notices to interested stakeholders.
- Arrange for publication of legal notices in newspapers to reach members of the public likely to have an interest in the proposed project.
- Assist PRDOH in summarizing comments and preparing responses to comments as necessary.
- Create and coordinate summary reports to update PRDOH on each project's status and compliance on environmental review requirements.
- Perform any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and regulations Puerto Rico Department of Environmental and Natural Resources (DRNA for its Spanish Acronym)] and any other environmental requirements.

The ERR (Tier II) must be submitted by the Environmental Specialist; and approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of record within forty-five (45) calendar days from the time a Task order is issued once the applicant accepts the scope of work. This period includes the time for any consultation with all applicable regulatory agency, including but not limited to SHPO consultation.

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Task 05-A: Repair/Retrofit or Reconstruction Award Coordination **Per Unit Task**

Upon the Applicant's acceptance of a repair/retrofit, reconstruction, or elevated reconstruction scope of work, the Program Manager shall proceed with the design, permitting, environmental review, and DOB funds subrogation, if applicable, processes. This task shall include the following:

Upon a determination of initial project intent of repair/retrofit or reconstruction, the Program Manager shall proceed with the initial, preliminary scoping of application with the support of the Program(s) CMs. Once a preliminary Scope of Work is complete, the Program Manager shall notify the applicant of the Scope of Work determination for them to accept the Scope of Work prior to proceeding with design, permitting, and environmental review. When design, permitting, environmental review, and DOB funds subrogation, if applicable, are complete, the Program Manager shall proceed with the repair/retrofit or reconstruction award execution with the applicant. This task shall include the following:

- **Pre-Construction Management and Coordination**
 - Upon the applicant's acceptance of a repair/retrofit or reconstruction Scope of Work; the Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
 - Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
 - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
 - Coordinating any stylistic options made available to the applicant such as choice of facades, paint, floor, and cabinet colors; floor tiles, etc.
 - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
 - Are consistent with the Scope of Work offered to the applicant and the contract terms and conditions of the CM contracts.
 - Considered any requirements or special conditions imposed by the regulatory agencies (such as PRPB, OGP, PREPA, PRASA, JRT, etc.).
 - Considered household needs such as unit size requirements and any Reasonable Accommodation Requests approved by the Program(s) for the applicant's household.

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- Considered determinations of damage and risk mitigation from the Program(s) Damage and Risk Assessments.
 - Considered all environmental data available to date, including determinations of floodplain, elevation, landslide risk, and historic property, as well as any environmental mitigation requirements of the application's environmental review.
 - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
 - Considered any feasible scope reductions to address any DOB of the application.
 - Represent a feasible and reasonable project under the specific circumstances of the application and the project site.
 - Any other pertinent consideration related to the specific circumstances of the application.
- Ensuring that the CM obtains all permits and endorsements necessary for the project. This includes lead-based paint abatement, asbestos abatement, demolition, and construction permits; as well as any other permits required per applicable laws, regulations, policies, and procedures. Program Manager shall monitor and ensure that CMs submit and obtain all required permits for the project in a timely manner.
 - Reviewing any Scope Change submitted by the CM to be consistent with the Scope of Work, construction drawings, specifications, Program approved submittals, abatement requirement, and other environmental mitigation requirements for the application. The Program Manager shall ensure that revised Scopes of Work submitted through Scope Changes:
 - Are of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
 - Are properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
 - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
 - Considered household needs such as unit size requirements and any Reasonable Accommodation Requests approved by the Program(s) for the applicant's household.
 - Considered determinations of damage and risk mitigation from the Program(s) Damage and Risk Assessments.

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- Considered all environmental data available to date, including determinations of floodplain, elevation, landslide risk, and historic property, as well as any environmental mitigation requirements of the application's environmental review.
- Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
- Considered constraints of substantial improvement federal requirements for properties within a floodplain.
- Considered feasible scope reductions to address any DOB of the application.
- Is one that is feasible under the specific circumstances of the application.
- Any other pertinent consideration related to the specific circumstances of the application.
- Ensure the applicant moveout is coordinated with the Construction Managers permitting process and an NTP being issued to minimize applicant disruption.
- In those applications that an elevation is granted and completed, the Program Manager shall request and provide the Letter of Map Amendment (**LOMA**).
- Any other task necessary to successfully complete pre-construction activities for the application.

▪ **Duplication of Benefits Subrogation**

- Upon the applicant's acceptance of a repair/retrofit or reconstruction Scope of Work, and if there is a need for Duplication of Benefits subrogation, the Program manager shall follow-up with the applicant to assure that any applicant funds required for the award are submitted to PRDOH prior to executing an award. In cases where the applicant is unable to provide the funds the Program Manager shall declare the applicant ineligible.
- Any other task necessary to ensure the successful subrogation of applicant duplication of benefits funds.

▪ **Repair/Retrofit or Reconstruction Award Execution**

- Upon finalizing project drawings and specifications, the site-specific environmental review, obtaining all necessary permits, and having a final cost of the Scope of Work; the Program Manager shall coordinate the execution of a grant agreement with the applicant. For this, the Program Manager shall:

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- Notify the applicant of the pre-construction process completion and the Program(s) intention to proceed with execution of a repair/retrofit or reconstruction grant agreement. The notification shall include, as an attachment, a copy of the Scope of Work and any other pertinent documents for the applicant to review and understand the scope to be implemented at the applicant's property.
- Schedule and conduct a grant agreement execution meeting with the applicant. During the grant agreement execution meeting the Program Manager shall inform the applicant on the terms and conditions of the award, as well as on the work to be performed at the property.
- Internally evaluate the correctness, completeness, and accuracy of the grant agreement before this is submitted to the PRDOH. This includes but is not limited to the correct names, civil status, social security number, address, grant amount(s), initials, signatures, dates, stamps, and others to avoid an unnecessary applicant disruption, administrative burden and legal exposure to the Program and PRDOH.
- Submit the grant agreement executed by the applicant to the PRDOH for their approval and execution.
- Any other task necessary to ensure the applicant's moveout of the property for the Program(s) construction activities to begin.

▪ **Homeowner Moveout Coordination**

- For those Scopes of Work where the applicant is required to move out of the property, the Program Manager shall coordinate, and manage the applicant's move out prior to construction works beginning. For this, the Program Manager shall:
 - Coordinate and schedule move out date with the applicant at the time of the grant agreement execution meeting. The Program Manager shall provide a reasonable amount of time for the applicant to move out of the property.
 - Coordinate with the applicant, the CM, and PRDOH any Optional Relocation Assistance that may be needed to assist the applicant in moving out of the property successfully. When Optional Relocation Assistance is needed, the Program Manager shall calculate the amount of assistance to be provided and coordinate a Scope Change for the assistance with the CM.
- Follow-up with the applicant on the schedule move out date and provide reasonable time extension for the move out date when reasonable.
- Confirm the applicant's and the household's move out of the property.

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- Any other task necessary to ensure the successful moveout of the applicant for Program(s) construction activities to begin.

- **Uniform Relocation Assistance for Tenants**

- URA relocation services to permanent current occupants, permanent vacated tenants, and temporary relocation of tenants to be performed by the Program Manager, will include but are not limited to the following categories: 1) Intake and Information Gathering; 2) Eligibility Calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.;
- For properties that have tenant-occupied residential units, in addition to the applicant's residential unit, and where tenants moveout is also required for implementation of the Scope of Work; the Program Manager shall:
 - Evaluate the eligibility of any and all tenant households occupying residential units in the applicant's property.
 - Issue pertinent URA notice to the applicant and tenants in compliance with PRDOH's policies and procedures.
 - Present tenant households with viable comparable units for temporary or permanent relocation assistance.
 - Evaluate suitability of relocation residential units selected by tenant households for their temporary or permanent relocation.
 - Control, coordinate, manage, and confirm tenant households move out to a temporary or permanent relocation property.
 - Any other task necessary to assure compliance with the provisions of the URA.

- **Notice to Proceed with Construction Works**

- Upon completion of design, permitting, environmental, award, and homeowner moveout, if required, and tenants moveout, if required, the Program Manager shall issue the Notice to Proceed (**NTP**) with construction to the assigned CM. The NTP shall represent the end of the Repair/Retrofit or Reconstruction Award Coordination Task. The Program Manager shall ensure that the project is ready for construction prior to issuing the NTP to the CM. Any issues affecting the Program(s) ability to issue the NTP to the CM shall be promptly resolved by the Program Manager with the assistance of the CM, when needed. For this task, the Program Manager shall:
 - Review subcontractor assignments by the CM for the application. The Program Manager shall ensure that all subcontractors assigned are approved by the Program(s) and not under any suspension or denial of participation for the Program(s).

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- Ensure that Scope of Work, costs, design drawings and specifications, permits, and environmental review are in sync and sufficient to properly describe and establish the construction activities to be implemented.
- Ensure when required, that the applicant and any tenants have moved out of the property for construction activities to take place.
- Review and resolve any other conditions necessary for the NTP to be issued to the CM.

Task 05-B: Relocation Award Coordination

Per Unit Task

Upon a determination of a relocation project intent and the Program Managers will support the PRDOH and applicants for the corresponding services that should result in a replacement property real estate closing. This task shall include the following:

- **Preliminary Relocation Voucher Calculation & Voucher Meeting**
 - The Program Manager shall calculate the preliminary amount of assistance that the applicant qualifies for by taking into consideration the household size and procedures established in Program Guidelines. With the preliminary relocation assistance calculated the Program Manager shall proceed with the drafting of the Preliminary Relocation Voucher for the Application.
 - The Program Manager shall contact the applicant to schedule a relocation voucher meeting. The applicant shall be offered more than one (1) alternative to conduct such meeting (e.g. in main office, additional intake centers, outbound, telephone and/or virtual meeting).
 - During the relocation voucher meeting the Program Manager shall present the Preliminary Relocation Voucher to the applicant and orient him/her on the terms and conditions of the Program(s)' relocation award. This includes, but is not limited to, timeframe for the identification of a relocation property, requirements for relocation properties, voluntary acquisition of the applicant's property, and other terms and conditions of a relocation award. The Program Manager shall inform and ensure that the applicant understands that the Preliminary Relocation Voucher is a preliminary award amount subject to changes due to applicant's property value, mortgage balance, title issues, and duplication of benefits.
 - The Program Manager must ensure the applicant provides all the necessary information and documentation related to the existing property.
 - Any other tasks necessary to prepare the Preliminary Relocation Voucher and complete the relocation voucher meeting.

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▪ **Voluntary Acquisition Offer and Final Relocation Voucher**

- Upon the applicant's acceptance of a relocation award's terms and conditions through the acceptance of the Preliminary Relocation Voucher, the Program Manager shall proceed with an assessment, focused on a relocation award, of the applicant's property and duplication of benefits. This assessment will include:
 - An appraisal of home market value of the applicant's property if an appraisal has not yet been performed for the property by the Program(s).
 - An assessment and due diligence process to obtain documentation from the applicant on any outstanding mortgage balance on the property.
 - A title investigation to identify to confirm ownership and identify any issues that might prevent the voluntary acquisition of the applicant's property by PRDOH.
 - A duplication of benefits review focused on relocation assistance instead of repair/retrofit or reconstruction assistance.
- When the applicant's property relocation assessment is completed the Program Manager shall perform final calculations on relocation award assistance and thereafter compose the Voluntary Acquisition Offer and the Final Relocation Voucher for the Application.
- The Voluntary Acquisition Offer and Final Relocation Voucher shall be submitted/presented to the applicant by the Program Manager. The Program Manager shall follow up with the applicant in order to obtain approval on the Voluntary Acquisition Offer and the Final Relocation Voucher as a condition to continue to receive relocation assistance under the Program(s).
- Any other task necessary to complete the Voluntary Acquisition Offer and Final Relocation Voucher processes.

▪ **Relocation Property Search and Housing Counseling**

- Relocation Property search and identification will be conducted by the applicant. The Program Manager shall make staff available to applicants to address questions or concerns about the relocation property search process. The Program Manager shall continuously communicate with the Applicant to obtain status of the relocation property search process.
- The Program Manager shall refer the applicant to a Housing Counseling Agency as directed by the PRDOH. Housing Counseling Agencies will provide further support to applicants in their search for a relocation property.
- Upon the applicant's submission of a relocation property for the Program(s)' consideration, the Program Manger shall log and document the Applicant's

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choice in the Grant Management System and perform an initial threshold review of the property. This initial review shall include:

- Unit size requirements to properly accommodate the applicant's household;
 - The relocation property's purchase price vs. the amount of relocation assistance awarded to the applicant;
 - Any easily identifiable hazards such as flood zones, landslide risk, etc.
 - If there are tenants currently occupying the property; and
 - Any other factors pertinent the relocation properties that can be evaluated without a physical site visit.
- The Program Manager shall inform the applicant of the initial determination around relocation property submissions.
 - The Program Manager shall orient, receive, and evaluate applicants' time extension requests for the relocation property search period.
 - Any other task necessary to successfully complete the relocation property search process.

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▪ **Relocation Property Contingent Offer Process**

- Upon determination that a relocation property meets Program(s)'s criteria, the Program Manager shall proceed to draft a contingent offer to be presented to the relocation property's seller on the Program(s)' behalf. The contingent offer is a document whereby a relocation property seller is informed of the Program(s) intention to evaluate the property and, subject on the results of the evaluation, purchase the property for the applicant.
- The contingent offer shall be submitted to the relocation property seller or their authorized representative for consideration. The Program Manager shall orient the relocation property seller on the terms and conditions of the relocation property assessment to be performed by the Program. The Program Manager shall follow up with relocation property sellers and their authorized representatives to obtain a determination on the contingent offer. Once the contingent offer is accepted by the relocation property seller, this must be uploaded into the PRDOH Grant Management System of Record.
- If necessary, the Program Manager will schedule and perform a contingent offer meeting with the replacement property seller and shall provide all the necessary information related to the real estate transaction and Program(s) requirements.
- Any other tasks necessary to perform and complete the relocation property seller's contingent offer process.

▪ **Relocation Property Assessment**

- Upon a relocation property seller's acceptance of the terms and conditions of the contingent offer, the Program Manager shall proceed with the relocation property's property assessment. This assessment shall include:
 - An appraisal of home market value (Refer to Additional Services Section) to establish fair cost of purchase;
 - A Housing Quality Standards Inspection (HQS) inspection (**Refer to Additional Services Allowance – task d**) to verify overall safety of the property;
 - Coordinate with PRDOH the development of a Categorical Exclusion Not Subject To (CENST) 58.5 Environmental Review to obtain environmental clearance on the subsequent transaction; and
 - A title investigation (**Refer to Additional Services Allowance – task f and g**) to establish ownership over the relocation property and identify any issues that may prevent the Program from acquiring the property.
 - The assessment shall consider factors that affect the safety of the property such as flood and landslide risk.
 - The assessment shall gather GPS coordinates of the relocation property.
- Once all required inspections are complete, the Program Manager shall proceed with final review of the relocation property. Under this final review the Program Manager shall review:
 - The property's purchase price vs. the fair market value. In instance where the market value is less than the purchase price, the Program Manager shall contact the seller and attempt to negotiate a transaction for the appraised value.
 - The property's compliance with HQS. In cases of non-compliance the Program Manager shall contact both the applicant and the relocation property seller to either (i) obtain a waiver from the applicant for HQS compliance (when feasible), or (ii) get the relocation property seller's commitment to perform the necessary improvements for HQS compliance prior to acquisition by the Program.
 - The property's environmental factors, such as flood zone designation, landslide risk, historical considerations, etc.
 - The property's ownership and any issues that might prevent PRDOH from acquiring the relocation property for the applicant. Any issues shall be discussed with the relocation property seller prior to a final determination.
- Any other tasks necessary to perform and complete the title study process.

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▪ **Relocation Property Closing Event**

- Upon a favorable determination on the acquisition of a relocation property (after the assessment is completed) and with the relocation property seller's approval, the Program Manager shall proceed with coordination for the relocation property acquisition.
- The Program Manager must conduct a case-by-case analysis to determine if the real estate closing event can be simultaneous or if another closing event will be necessary for the applicant's property at a later time when the property has become acquirable by PRDOH.
- The Program Manager shall request to the relocation property seller and to the applicant all documents deemed necessary by PRDOH for the relocation property acquisition to take place. The Program Manager shall ensure that all documents submitted by the relocation property seller and the applicant are current and not expired, even at the time of the acquisition. The Program Manager shall conduct title investigations as necessary whenever such documents reach their expiration date prior to closing.
- If applicable, the Program Manager must request to the seller a Mortgage Balance Payoff Certification, provided by the financial institution who owns the mortgage. The Certification must have a valid lifetime of at least 30 days.
- The Program Manager shall perform the final calculations of relocation assistance for the applicant, including the principal amount to be included in the applicant's Grant Agreement.
- The Program Manager shall draft the relocation grant agreement and the relocation property acquisition funds request document for the Application.
- The Program Manager shall draft the relocation property's deed for the transaction (**Refer to Additional Services Allowance – task h**). On a case-by-case basis, different deeds may be needed. Once drafted, all deeds must be sent to PRDOH for review and approval.
- The Program Manager may also be required to draft additional legal documents on a case-by-case basis when needed for closing to take place.
- After acquiring all necessary documents from the seller and the applicant, and after drafting any other documents necessary for the Program to acquire the relocation property, the Program Manager must submit documents to PRDOH for review and approval. Documents to be submitted include:
 - All necessary documents from the seller (proof of ownership, CRIM Certifications, ASUME Certifications, Treasury Certifications, Title Investigations, Payment Request Form, Non-Resident Information Form, etc.);
 - All necessary documents from the applicant;

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- The draft deed for the acquisition of the relocation property;
 - The draft grant agreement for the application;
 - The draft relocation property acquisition funds request document;
 - Property Deed and Proof of Ownership; and
 - Any other document necessary for the transaction to take place.
- Once all required documentation is approved and requested funds are available, the Program Manager will schedule the real estate closing event with the different parts and stakeholders to provide ownership over the relocation property to the applicant.
 - If the real estate closing event is dual, the applicant's property will be acquired by PRDOH simultaneously. If the real estate closing events have been separated, the applicant's property will be acquired by PRDOH at a later time. The Program Manager must follow up with the applicant from time to time to assure all actions necessary to make the property acquirable by PRDOH are completed.
 - Any other task necessary to complete the Relocation Property Closing process.

▪ **Relocation Property Move-In**

- Upon successful acquisition of the relocation property, the Program Manager shall immediately coordinate and follow up with the applicant for the prompt move-in to the relocation property.
- The Program Manager shall confirm the applicant's successful move into the relocation property and shall obtain from them any and all means of access to the property (e.g. keys). Upon the applicant's move into the relocation property the means of access to the property shall be promptly submitted to the custody of PRDOH.
- Any other task necessary for the applicant to successfully move into the relocation property.

▪ **Applicant Property Closing Event**

- Upon a determination to proceed with the acquisition of the applicant's property under a relocation award, the Program Manager shall proceed with coordination for the applicant property acquisition by PRDOH.
- The Program Manager shall request to the applicant all documents deemed necessary by PRDOH for the property acquisition to take place. The Program Manager shall ensure that all documents submitted by the applicant are current and not expired, even at the time of the acquisition. The Program Manager shall conduct title investigations as necessary whenever such documents reach their expiration date prior to closing.

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- If applicable, the Program Manager must request to the applicant a Mortgage Balance Payoff Certification, provided by the financial institution who owns the mortgage. The Certification must have a valid lifetime of at least 30 days.
 - The Program Manager shall draft the property's deed for the transaction. On a case-by-case basis, different deeds may be needed. Once drafted, all deeds must be sent to PRDOH for review and approval.
 - The Program Manager may also be required to draft additional legal documents on a case-by-case basis when needed for closing to take place.
 - After acquiring all necessary documents from the applicant, and after drafting any other documents necessary for the Program to acquire the property, the Program Manager must submit documents to PRDOH for review and approval. Documents to be submitted include:
 - All necessary documents from the applicant (proof of ownership, CRIM Certifications, ASUME Certifications, Treasury Certifications, Title Investigations, Payment Request Form, Non-Resident Information Form, etc.);
 - The draft deed for the acquisition of the property;
 - The draft property acquisition funds request document;
 - Property Deed and Proof of Ownership; and
 - Any other document necessary for the transaction to take place.
 - Once all required documentation is approved and requested funds are available, the Program Manager will schedule the real estate closing event with the different parts and stakeholders for PRDOH to acquire the applicant's property.
 - Any other task necessary to complete the Relocation Property Closing process.
- **Demolition Scope of Work Development**
- Assign a Program(s) CM to the application.
 - Coordinate with the CM, and the Program Manager's own staff, a site walk of the applicant's property for initial demolition scope development purposes.
 - Organize, coordinate, and manage the Initial Scope of Work development by the CM. Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM within ten (10) calendar days of the scoping site walk date.
 - Review the initial Scope of Work submitted by the CM. The Program Manager shall assure that the initial scope:

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- Is one of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
 - Is properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
 - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
 - Any other pertinent consideration related to the specific circumstances of the application.
- Any other task necessary to ensure the approval of a demolition Scope of Work for the Application.

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▪ **Pre-Construction Management and Coordination**

- The Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
- Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
 - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
 - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
 - Are consistent with the demolition of the applicant's property and the contract terms and conditions of the CM contracts.
 - Considered any requirements or special conditions imposed by the regulatory agencies (such as DRNA, PRPB, OGP, PREPA, PRASA, JRT, etc.).
 - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
 - Any other pertinent consideration related to the specific circumstances of the application.
 - Ensuring that the CM obtains all permits and endorsements necessary for the project. This includes lead-based paint abatement, asbestos abatement, and demolition permits; as well as any other permits required per applicable laws, regulations, policies, and procedures. Program

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Manager shall monitor and ensure that CMs submit and obtain all required permits for the project in a timely manner.

- Reviewing any Scope Change submitted by the CM to be consistent with the Scope of Work, construction drawings, specifications, Program approved submittals, abatement requirement, and other environmental mitigation requirements for the application. The Program Manager shall ensure that revised Scopes of Work submitted through Scope Changes:
 - Are of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
 - Are properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
 - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
 - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
 - Any other pertinent consideration related to the specific circumstances of the application.
- Any other task necessary to successfully complete pre-construction activities for the demolition of the Applicant's property.

- **Uniform Relocation Assistance for Tenants**

- URA relocation services to permanent current occupants, permanent vacated tenants, and temporary relocation of tenants to be performed by the Program Manager, will include but are not limited to the following categories: 1) Intake and Information Gathering; 2) Eligibility Calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.;
- For properties that have tenant-occupied residential units, in addition to the applicant's residential unit; the Program Manager shall:
 - Evaluate the eligibility of any and all tenant households occupying residential units in the applicant's property.
 - Issue pertinent URA notice to the applicant and tenants in compliance with PRDOH's policies and procedures.
 - Present tenant households with viable comparable units for temporary or permanent relocation assistance.
 - Evaluate suitability of relocation residential units selected by tenant households for their temporary or permanent relocation.

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- Control, coordinate, manage, and confirm tenant households move out to a temporary or permanent relocation property.
 - Any other task necessary to assure compliance with the provisions of the URA.
- **Notice to Proceed with Demolition Works**
- Upon completion of design, permitting, environmental, and tenants moveout, if required, the Program Manager shall issue the NTP with demolition to the assigned CM. The NTP shall represent the end of the Relocation Award Coordination Task. The Program Manager shall ensure that the project is ready for construction prior to issuing the NTP to the CM. Any issues affecting the Program(s) ability to issue the NTP to the CM shall be promptly resolved by the Program Manager with the assistance of the CM, when needed. For this task, the Program Manager shall:
 - Review subcontractor assignments by the CM for the application. The Program Manager shall ensure that all subcontractors assigned are approved by the Program(s) and not under any suspension or denial of participation for the Program(s).
 - Ensure that Scope of Work, costs, design drawings and specifications, permits, and environmental review are in sync and sufficient to properly describe and establish the construction activities to be implemented.
 - Ensure when required, that the applicant and any tenants have moved out of the property for construction activities to take place.
 - Review and resolve any other conditions necessary for the NTP to be issued to the CM.

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Task 06: Progress Inspections & Payment Request

Per Unit Task

As related to the Program(s), the Program Manager shall be responsible for monitoring and controlling all aspects of construction works performed by the CMs, as well as for certifying work before regulatory authorities. Progress inspections shall be conducted by the Program Manager at specific intervals to be determined by the PRDOH or regulatory agencies. All progress inspections and certifications are to be conducted and certified by the Designated Inspector licensed Professional Engineer or Licensed Architect in Puerto Rico, as required by the local permitting regulatory agency (**OGPe**). As a direct result of the of complexities involved with any given project's construction, the number of progress inspections will vary per project and are subject to change as they may need to meet a project's evolving construction activity. This task shall include the following:

▪ **Coordination of Progress Inspection**

- Review the pre-inspection package documentation submitted by the CM in support to the requested progress inspection to ensure that current project progress merits a progress inspection.
- If the documentation submitted by the CM does not merit a progress inspection, the Program Manager shall deny the progress inspection request to the CM and clearly define the reasons as to why the progress inspection requested was denied. The Program Manager shall re-evaluate the pre-inspection package as the CM re-submits with support documentation and rectification of previous denial reasons.
- If the project warrants a progress inspection, the Program Manager shall coordinate the date and time for the progress inspection with the CM and the Designated Inspector.
- The assigned Designated Inspector shall be acquainted with the Program(s) approved Task order, Scope of Work, construction documents (including revised documents, supplementary drawings, shop drawings, technical specifications, and submittals), Green Building Standards and Minimum Architectural and Design Standards of the project.
- Any other task necessary to properly coordinate, perform and report the progress inspection of the work(s).

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Progress inspections shall be performed by the Program Manager within a three (3) calendar days period of the site inspection request approval. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement.

▪ **Progress Inspection**

- Visit the project site along with the CMs representatives to inspect works for consistency with the Program approved Task Order, Scope of Work, construction documents (including revised documents, supplementary drawings, shop drawings, technical specifications, and submittals), Green Building Standards and Minimum Architectural and Design Standards of the project and quality assurance.
- Assess materials and/or equipment incorporated to the project by the CM and ensure that such materials and/or equipment are consistent with Program approved submittals in compliance with the Project's Construction Documents, Green Building Standards and Minimum Architectural Design Standards.
- Take photographic evidence and notes of the project's progress, paying special attention to items that will be later covered by other items of work (e.g.

steel rebar, electrical, mechanical works, and others). Photographs shall include the embedded information, as per Program(s) requirements.

- Any other task to ensure a completion, correctness of the Program(s) inspections.

▪ **Report on Progress Inspection**

- Prepare a detailed progress inspections report to document consistency with Program approved Task order, Scope of Work, construction documents (including revised documents, supplementary drawings, shop drawings, technical specifications, and submittals), Green Building Standards and Minimum Architectural, Design Standards of the project and the CMs Quality Plan.
 - Include a brief narrative of the project's progress.
 - Include photographic evidence, description and notes that supports the project's progress and quality of work(s).
 - Indicate in the report any non-compliance items identified during the progress inspection.
 - Clearly indicate in the report the Scope of Work items completed by the CM.
 - Clearly indicate the overall result of the inspection (i.e. pass or fail).
 - Ensure that the progress inspection report is certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico.
 - A Program Manager QA/QC evaluation shall be performed to check that all necessary information, complete and correctness of the information included in the report.
 - Include any other information pertinent to the findings of the Inspection.
 - Upload inspection reports to the PRDOH Grant Management System of Record.
- Ensure the Program Managers Designated Inspectors conduct and report Progress inspections to evaluate consistency with Program approved Task order, Scope of Work, Construction Documents, Submittals and/or Program(s) Minimum Architectural and Design Standards, quality of work, or as required by OGPe, according to the corresponding phase of the work.
- Non-compliant work shall be documented and included in the report for the CMs correction of the portion of the work(s), as per contract administration requirements.
- If a non-compliant work results in a punch list document, this shall be agreed on site and submitted to the CM within two (2) calendar days for the necessary corrections to be performed in a timely manner.

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Progress Inspection Reports shall be submitted by the Program Manager within a five (5) calendar days period of the on-site inspection. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement.

- **Review of Progress Report, Contractor Invoice, and Statutory Compliance**
 - Collect all appropriate information and record documents to meet the standards set forth by the Program(s) at the onset of every project.
 - Review the progress inspection report for compliance and overall completeness.
 - Submit the report for PRDOH and the CM record keeping. This report shall become part of the CM's application for progress payment, construction permits and/or occupancy permit, when required.
 - If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGP.
 - Evaluate, administer, and manage the CMs contract, cumulative Task order current costs, potential changes in cost, invoice, payments, and expenditures of Program(s) funds.
 - Provide assurance that all appropriate bonding and insurance requirements are in place, when applicable.
 - Assist in the submission, review of any additional information as requested by the PRDOH finance division.
 - Review and provide recommendation for approval of contractor's payment request.
 - A QA/QC evaluation shall be performed to check that all necessary information is included in the documentation.
 - If, final progress inspection of works, the Program Manager with the applicant must complete a performance evaluation of the CM.
 - Evaluate and approve the CMs Warranty Binders to provide a complete and correct information according to Program(s) and/or Selected Green Building Standard requirements.
 - Evaluate the necessary information of Subcontractors claims of outstanding project payments as required by Program(s) requirements. This may require coordination, referral, and assistance with the PRDOH Legal Department.
 - Monitor, collect and archive documentation to support Contract Work Hours and Safety Standards Act (**CWHSSA**), when applicable.
 - Ensure that applications are conforming to all applicable URA guidelines. If tenants are identified any point in the process, a due diligence must be

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performed to relocate the tenant, if required, and log appropriate actions into the PRDOH Grant Management System of Record.

- Any other task necessary to ensure compliance of the reports, processing of payments to contractors and statutory compliance.

For those cases where a CM progress inspection is failed, the Program Manager shall perform an additional progress inspection. The PRDOH will pay 50% of the cost of a full progress inspection. This assumes that the follow-up inspection will not have the same scope and time as the original failed progress inspection. For follow-up inspections the Program Manager only needs to inspect items that failed during previous progress inspections. The follow-up inspection report will be developed in such a way that it supplements the original progress inspection Report. PRDOH may deduct from the CM's payment any additional progress inspections cost(s) as result of a failed progress inspection.

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Contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a five (5) calendar days period of the Program Manager receiving the draft invoice documents.

Task 07: Applications Closeout

Per Unit Task

The Program Manager shall be responsible for the final closeout of applications once all work under an award is completed. This task shall include the following:

- Ensure that CMs have completed all the Program(s) approved Task Order tasks included in the grant award.
- Ensure that the completion of applicant-related tasks and assistances have been recorded and compensated for, including provisions outlined by Optional Relocation Assistance (**ORA**) and utility services consumed during construction activities.
- Ensure the correct and completeness of supporting documents is included in the application file.
- Ensure that any permits obtained for the project, that require a closeout process, are diligently closed by the CMs, as may be applicable.
- Ensure that all environmental activities were performed in compliance with the corresponding requirements, and all environmental permits are closed out.
- Ensure that an occupancy permit was obtained by the CM for the work performed for the award and delivered to the applicant for the correspondence utility connections, if applicable.
- Ensure the applicant Key-Turnover was performed.

- Ensure that the applicant was able to obtain flood insurance, if applicable, after works are completed.
- Ensure that projects comply with the HUD CPD Green Building Retrofit Checklist or Selected Green Building Standard and the corresponding certification(s) are included in the application.
- Review project list for closeout operations.
- Ensure compliance with 2 C.F.R. 200 Subpart F, 24 C.F.R. 570.509, Community Planning and Development (CPD) Closeout Notices, and MIT Closeout Process, as may be applicable to the application.
- Any other task necessary to ensure proper closeout of the application.

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Additional Services (Allowance)

Specific cases may require the Program Manager to provide additional services to those stated above. For such services, the contract shall include an allowance and the Program Manager shall provide the PRDOH with unit price of the additional tasks. No additional task may be performed by the Program Manager without authorization of the PRDOH. The additional tasks identified at the moment of the Scope of Work development list as follows:

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a. Additional Intake Centers

Per Month Per Intake Center Task

The PRDOH may request the Program Manager to set up additional intake centers for the Program(s) in addition to the Program Manager's main intake/operational offices. Regardless of the location, the Program Manager is expected to set-up requested intake centers and provide the necessary equipment for these offices to function. Additional intake centers will be paid by the PRDOH based on a per-office monthly lump sum amount. The Program Manager shall provide his proposed monthly lump sum amounts for the intake offices in the RFP Cost Form. It is expected that Program Manager will incur costs for such offices which may include expenses such as reasonable rent, permits, patent, utilities, office furnishings, and office equipment i.e. (computers, printers, office materials, etc.). The Program Manager will be responsible for the proper and adequate operation of the intake centers. Intake centers shall each have a minimum of two (2) case managers for intake, processing and providing applicant information. The additional intake center Case Managers must be trained and fully knowledgeable in the Program(s) requirements. The contract will include an allowance item from which, with the prior approval of the PRDOH, the Program Manager may be able to invoice for a specific period.

b. Appraisal of Home Market Values **Per Unit Task**

Certain cases may require the appraisal of a home's current value. For such cases an Appraiser from the Program Manager will be responsible for developing an opinion of fair market value according to industry standards. Once the appraisal report is completed and QA/QC'd by the Program Manager, it must be recorded in the PRDOH Grant Management System of Record for the specific case requested. The contract will include an allowance item from which the Program Manager may be able to invoice for the appraisal of home market values. At no time whatsoever may the Program Manager invoice to the PRDOH over the total allowance amount included in the contract for Appraisal of Home Market Value. For cases that may require the appraisal of a home's current value, appraisals shall be performed and QA/QC'd by the Program Manager within fourteen (14) calendar days from the date it is determined that an appraisal is required. If the appraisals cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

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c. Update of a Previously Appraised Home Market Values **Per Unit Task**

For those appraisals performed by the Program Manager that exceeds the one (1) year effectiveness period, the PRDOH may require an update to such appraisal reports, as per industry standards. It is assumed that only certain portion(s) of the previously approved appraisal report will require to be updated and resubmitted to provide a current fair market value. Appraisal updates shall be performed, and QA/QC'd by the Program Manager within seven (7) calendar days from the date it is determined that an appraisal update is required. If the appraisals cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

d. HQS Inspections **Per Unit Task**

With voluntary relocation awards, Program(s) applicants will have the option of purchasing a home in the existing real estate market. Program Manager will be responsible for inspecting such homes prior to program purchase to comply with Housing Quality Standards (**HQS**) requirements. This task shall include the following:

- Scheduling the HQS Inspection with sellers within a seven (7) calendar days period from the Program Manager being notified of the applicant's selection of a home.

- Inspect units, common areas, and exteriors to ascertain compliance with HUD's HQS.
- Documenting each inspection by completing an HQS Inspection Report as approved by the PRDOH, and noting therein when appropriate, information relating to the unit, deficiencies, and failures.
- Inform Program(s) applicants in writing, within five (5) calendar days of the HQS inspection, as to the home's compliance with HQS.
- Ensure that all HQS inspection reports are performed and duly signed accordingly with HUD requirements.
- Any other activity required by HUD's or PRDOH's guidelines to ascertain HQS compliance.

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e. URA Reimbursement Allowance

Allowance

Program Managers are required to issue URA assistance payments to qualifying URA occupants or tenants for temporary or permanent relocation, as applicable by the Uniform Relocation Act and approved by the PRDOH. The PRDOH will reimburse Program Managers for the URA assistance payments issued as approved by the Program(s). The PRDOH will provide the Program Manager with a URA Reimbursement Allowance and a fixed URA Administrative Fee to cover for the administrative cost incurred.

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f. Title Investigations

Per Unit Task

Title Investigators will prepare a title report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe. The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property that may affect a clear title on the property. In the cases where there is no formal description of a property, the Title Investigator will be responsible for establishing the description.

g. Title Investigations Update

Per Unit Task

Related to a title investigation update the Title Investigators updates previously performed title study investigations and reports based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe System.

h. Notarial Deeds **Per Unit Task (Variable Price According to Fee Percent)**

An Attorney-Notary Public shall draft and execute notarial deeds and other necessary documents for (i) the acquisition of a relocation property for the Applicant and for (ii) the acquisition of the applicant property by PRDOH under relocation awards. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; and services provided by a Notary Public shall comply with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended. For authorization of instruments concerning valuables, the notarial fees to be received shall be in the amount which results from applying the value of the assets subject to the documented legal transaction or where a thing or amount of a determinable value is involved, in accordance with the Notarial fees Rates schedule established in Article 77 of Act No. 75, supra. Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer.

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i. Property Registry Fees **Allowance**

The Tariff Act of the Registry of Property of Puerto Rico of 1970, as amended, establishes the tariffs to be paid for each Registry of the Property operation. In general, any document filed in the Registry, is subject to tariffs based on the amount of the transaction. Also, according to the Notarial Tariff Act of 1943, Act No. 101 of May 12, 1943, as amended, on each original document or instrument, entered by a notary for its official registration and copies thereof, there shall be affixed and cancelled internal revenue stamps based on values and denominations established therein. The contract will include an allowance for the reimbursement of these fees to the Program Manager as related to execution of Notarial Deeds.

j. Legal Services **Allowance**

An Attorney-Notary Public may be required to perform Legal Services under the Program(s) which may consist of drafting, attesting, and authenticating notarial documents pursuant to the law of the juridical business and the will of the parties. Should additional services be needed by the PRDOH, such 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. As part of this services, the Notary Public must be available to provide notary services throughout the island, including conducting/participating/assisting of the closing events. PRDOH will occasionally require the availability of the Program Manager(s) Attorney-Notary Public for short or immediate consideration.

The following tasks may be performed to meet the objectives and requirements of the Program; Evaluation of documents to draft and execute the Purchase-Sale Deeds ("Escrituras de compraventa"). Evaluation of documents to draft and execute Direct Mortgage Deed with Imposition of Restrictive Covenants ("Escrituras de Hipoteca y de Imposición de Condiciones Restrictivas"). Draft and execute deeds or necessary instrument on real property owned by PRDOH or any other governmental agency based upon the applicable laws and regulations. Draft and execute necessary documents for registration of the real property in the Puerto Rico Property Registry. Any other notary services required to transfer the ownership of a real property pursuant the Program(s). Key deliverables to be provided shall include such items as; Attaches and cancels on each original deed executed and on the certified copies the appropriate Internal Revenue stamps, Legal Aid Society stamps, and Notary Stamp Tax, where applies. Collects, examines, and arranges data and documents to prepare a file. Analyzes previous deeds, appraisals, entries to the Puerto Rico Property Registry before proceeding with the execution of the deeds. Delivers to the PRDOH certified copies of all the executed deeds.

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k. Re-Evaluation of an Environmental Review Record **Per Unit Task**

The Program Manager(s) will re-evaluate the project intent to make the corresponding adjustments when it is determined that the construction work to be carried out is different from the one originally established based on project unfeasibility, agency requirement and others. The services required under this task include, as may be required by PRDOH on a project by-project basis, but are not limited to the following:

- Meet with PRDOH staff and any project partners (including Grant Manager, Program Managers, and CMs).
- Review the Environmental Review Record (**ERR**).
- Review the assessment of feasibility of the revised project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, etc.).

- If needed, the Program Manager(s) will be responsible for coordinating with the project sponsor and the oversight/regulatory agencies to assure permits and/or compliance documentation is obtained for each ERR.
- Perform any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and regulations, Puerto Rico Department of Environmental and Natural Resources (**DRNA** for its Spanish Acronym) and other environmental requirements.
- Any other activity needed to accomplish this task.

If a change or re-evaluation of a project intent is a result of the Program Managers incorrect initial project intent determination the PRDOH will not be invoiced by the Program Manager nor paid by PRDOH.

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Environmental Specialized Services

Allowance

The Program Manager may be required to perform environmental related services for the Program(s) portfolio as per PRDOH's request. When required, the Program Manager must provide information and costs regarding the services and submit a Request for Authorization (RFA) for the approval of the PRDOH to authorize the use of the allowance prior execution of the work. The environmental specialized services may require to sub-contract services. In that event, the Program Manager must submit a list of the specialized services to be sub-contracted and include a brief information about the services contained within, name of the resource or subcontractor, résumé or professional information and rate per hour or per task, as applicable. Whenever a specialized service will be used, the Program Manager will submit to the PRDOH an RFA, which includes the justification and costs for the services to be subcontracted or performed. The costs for specialized services on as-needed basis will be covered by the contract's allowance, after the RFA is approved by PRDOH. Since the costs for specialized services will be paid from an allowance, if needed and after approval, the Program Manager shall not include any amount for specialized services in its Cost Proposal in response to this RFP.

I. Elevation Survey

Per Unit Task

For cases deemed with potential for an elevated reconstruction, as per Program(s) policy. The Program Manager shall obtain a surveyor that is licensed in Puerto Rico to perform a survey to determine elevation requirements for the Program(s). The surveyor shall determine the Base Flood Elevation at the location of the structure using the current Advisory Base Flood Elevation (**ABFE**) active for Puerto Rico. The surveyor shall use the most recent National Geodetic Survey datum (currently the most recent is the Puerto Rico Vertical Datum of 2002 (**PRVD02**) to determine the

elevation of the ground surface. Report shall clearly state the ABFE for the structure and the Ground Surface PRVD02 and use the surveyor data to determine the difference between the ground surface and the ABFE at the structure. This difference plus the addition of the 2 feet freeboard required by HUD for Puerto Rico will determine the height of elevation (above ground surface) that will be required if the house is to be elevated. The following activities are required but not limited to:

- If an applicant's property resides within a FIRM, PFIRM or ABFE 100-year floodplain a desktop review could be performed to preliminarily evaluate if the elevation survey and/or activity is feasible. Properties located in the floodway will not be eligible for an elevation.
- In such cases that a desktop review merits an elevation survey, the Program Manager shall assign a surveyor and coordinate with the applicant a site visit, to acquire the field survey, data, elevations, and observations.
- If the elevation results over 5 feet, elevation is not feasible, and the voluntary relocation could be the feasible project intent, unless the house is an historical property, zone and/or district. The surveyor shall take measurement of ground elevation on all four sides of structure within about 10 feet of the foundation (or best attempt).
- For program purposes, average the four elevation shots unless one or more sides are significantly different. Then individual determinations are required.
- The elevation survey shall include the created date, case identification number, address (consistent with the PRDOH Grant Management System of Record), CRIM Tax Identification Number , ABFE (from advisory maps), Ground Elevation, Finish Floor Elevation of Existing and Proposed Structure, description of methodology used to determine elevations, aerial photographic image which clearly depicts the location of the property, its relation to the flood map, map/panel number, surveyor stamp/seal, among others.
- The surveyor shall report the ABFE in feet. Additionally, the surveyor shall determine the lowest elevation of ground surface within 10 feet of the structure, also reported in feet.
- The elevation survey shall be certified by a surveyor licensed in Puerto Rico.
- The Environmental Review Record (Tier II) will be completed with all information regarding Floodplain management and will reflect the above information.

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m. Historical and Archaeological Studies

Per Unit Task

Such services may include, but are not limited to, conducting desktop reviews and/or on-site research and preparing detailed forms, drawings, images, and mapping that assess the National Register of Historic Places eligibility for both

architectural resources and archaeological resource potential, and performing architectural and archaeological surveys necessary to assure PRDOH's compliance with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR 800, in compliance with the Programmatic Agreement between PRDOH and SHPO, as needed. The personnel that will be performing the Architectural and Archaeological studies must meet the National Park Service's Secretary of the Interior's (SOI) Professional Qualifications Standards.

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END OF SCOPE OF WORK

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 14, 2022 17:45 AST)

Dorothy A. Shields
Dorothy A. Shields (Dec 14, 2022 16:06 EST)



ATTACHMENT C COMPENSATION SCHEDULE

ICF Incorporated, LLC

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Program Management Services
Homeowner Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Request for Proposals No. CDBG-DR-RFP-2022-02

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The following sections contains cost information that considers the hourly costs and unit costs provided by the Program Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2022-02.

The Program Manager presented the hourly rates and unit costs to address the Scope of Work included in this contract as a single contractor. To award this contract the PRDOH has determined to select three (3) Program Management Services firms and to equally divide the tasks for the identified services. As a result of the selection, the PRDOH has adjusted the Quantity of Applications for each task required in the Scope of Work.

Program Management and Administration (Maximum per Month)

Table 1 shows the Program Management and Administration Task estimated quantity of resources, maximum hours per month per resource, rate per hour, and estimated cost per position for the term of thirty-six (36) months.

Table 1: Program Management and Administration

Position	Estimated Qty. of Resources	Max. Hours Per Month Per Resource	Rate	Estimated Monthly Cost Per Position
Non-Specific Program Positions				
Program Manager	1	200	\$237.14	\$47,428.00
Regulatory Compliance Officer	1	200	\$128.28	\$25,656.00
Safety Officers	2	200	\$138.47	\$55,388.00
Special Inspectors	2	200	\$158.26	\$63,304.00
Non-Specific Program Positions Monthly Sub-total				\$191,776.00
R3 Program Specific Positions				
R3 Deputy Program Manager	1	200	\$165.33	\$33,066.00
R3 Operations Manager	1	200	\$176.39	\$35,278.00

R3 Complaints, Reconsiderations and Warranties Coordinator	1	200	\$96.22	\$19,244.00
R3 Program Positions Monthly Sub-total				\$87,588.00
SF-MIT Program Specific Positions				
SF-MIT Deputy Program Manager	1	200	\$165.33	\$33,066.00
SF-MIT Operations Manager	1	200	\$176.39	\$35,278.00
SF-MIT Complaints, Reconsiderations and Warranties Coordinator	1	200	\$96.22	\$19,244.00
SF-MIT Program Positions Monthly Sub-total				\$87,588.00
Monthly Sub-Total R3				\$183,476.00
Monthly Sub-Total SF-MIT				\$183,476.00
36 Months Sub-Total R3				\$6,605,136.00
36 Months Sub-Total SF-MIT				\$6,605,136.00
Total				\$13,210,272.00

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The estimated quantity of resources should not be interpreted as a cap on the allowed quantity of staff. Maximum hours per month per resource should not be interpreted as a cap on the level of effort per position. Rates per hour include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.

Notes on Programs Management and Administration Task

- **Estimated Qty. of Resources** represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Notes 5, 6, and 7 below.
- **Max. Hours Per Month Per Resource** represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Notes 5, 6, and 7 below.
- **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- **Estimated Monthly Cost Per Position** represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per positions. See Notes 5, 6, and 7 for monthly cost caps for the Program Management and Administration Task.
- **Non-Specific Program Positions Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions of Program Manager, Regulatory Compliance Officer, Safety Officers, and Special Inspectors at any given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **Non-Specific Program Positions Monthly Sub-Total**.
- **R3 & BRR Programs Positions Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions of R3 & BRR Deputy Program Manager; Operations Manager; and Complaints, Reconsiderations, and Warranties Coordinator at any given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month, but the total amount to be invoiced for the group of positions may not exceed the **R3 & BRR Programs Positions Monthly Sub-Total**.
- **SF-MIT Program Positions Monthly Sub-Total** represents the maximum amount that the Program Manager is allowed to invoice for the positions of SF-MIT Deputy Program Manager; Operations Manager; and Complaints, Reconsiderations, and Warranties Coordinator at any

given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **SF-MIT Program Positions Monthly Sub-Total**.

R3 Program Tasks (Per Unit Services)

Table 2 shows the R3 Program Tasks quantity of applications, units per application, unit price, cost per application, and total cost.

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Table 2: R3 Program Tasks

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Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	583	1	\$649.94	\$649.54	\$378,915.02
02. Complete Applications	1,666	1	\$1,680.93	\$1,680.93	\$2,800,429.38
03-A. Damage Assessments & Initial Project Intent Notification	1,666	1	\$2,003.13	\$2,003.13	\$3,337,214.58
04. Environmental Review Records	1,666	1	\$875.00	\$875.00	\$1,457,750.00
05-A. Repair/Retrofit or Reconstruction Award Coordination	1,166	1	\$704.45	\$704.45	\$821,388.70
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$879.45	\$879.45	\$439,725.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$529.45	\$529.45	\$264,725.00
06. Progress Inspections & Payment Request	1,666	4	\$967.91	\$3,871.64	\$6,450,152.24
07. Applications Closeout	1,666	1	\$205.52	\$205.52	\$342,396.32
Total Base Cost for R3 & BRR Programs Applications Processing					\$16,292,696.24

Unit price includes any and all costs associated with the performance of the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of each task, including task support activities of such tasks as depicted in the Scope of Work.

Notes on R3 Program & BRR Program Tasks

- **Qty. Of Applications** represents the quantity of applications PRDOH expects for the entirety of the R3 & BRR Programs at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.
- **Units Per Application** represents the average quantity of units of each task that selected proposers will be required to perform for each Application. In the case of **Task 06. Progress Inspections & Payment Requests**, the quantity of units required will vary by Application, based on the award type and the necessary inspections for each individual project.
- **Units Price** includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities of such tasks as depicted in the Scope of Work.
- **Cost Per Application** represents the estimated average cost of each task for a single Application.

- **Total Cost** represents the estimated total cost of for processing applications under the R3 & BRR Programs.
- **05-B.1** will be billable by selected Proposers upon the acceptance of a contingent offer for a relocation property by its owner/seller.
- **05-B.2** will be billable by the selected Proposers when a notice to proceed with demolition of the Applicant's property is issued.

Single-Family Housing Mitigation Program Tasks (Per Unit Services)

Table 3 shows the Single-Family Housing Mitigation (SF-MIT) Program Tasks quantity of applications, units per application, unit price, cost per application, and total cost.

Table 3: Single-Family Housing Mitigation Program Tasks

Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	1,666	1	\$725.96	\$725.96	\$1,209,449.36
02. Complete Applications	1,666	1	\$1,932.96	\$1,932.96	\$3,220,311.36
03-B. Property Risk Assessments & Initial Project Intent Notification	1,666	1	\$1,484.57	\$1,484.57	\$2,473,293.62
04. Environmental Review Records	1,666	1	\$875.00	\$875.00	\$1,457,750.00
05-A. Retrofit/Reconstruction Award Coordination	1,166	1	\$704.45	\$704.45	\$821,388.70
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$879.45	\$879.45	\$439,725.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$529.45	\$529.45	\$264,725.00
06. Progress Inspections & Payment Request	1,666	4	\$967.91	\$3,871.64	\$6,450,152.24
07. Applications Closeout	1,666	1	\$205.52	\$205.52	\$342,396.32
Total Base Cost for SF-MIT Programs Applications Processing					\$16,679,191.60

Unit price includes any and all costs associated with the performance of the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of each task, including task support activities of such tasks as depicted in the Scope of Work.

Notes on Single-Family Housing Mitigation Program Tasks

- **Qty. Of Applications** represents the quantity of applications PRDOH expects for the entirety of the SF-MIT Program at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.
- **Units Per Application** represents the average quantity of units of each task that selected proposers will be required to perform for each Application. In the case of **Task 06. Progress Inspections & Payment Requests**, the quantity of units required will vary by Application, based on the award type and the necessary inspections for each individual project.
- **Units Price** includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and

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any other cost of performing the tasks, including tasks support activities of such tasks as depicted in the Scope of Work.

- **Cost Per Application** represents the estimated average cost of each task for a single Application.
- **Total Cost** represents the estimated total cost of for processing applications under the SF-MIT Program.
- **05-B.1** will be billable by selected Proposers upon the acceptance of a contingent offer for a relocation property by its owner/seller.
- **05-B.2** will be billable by the selected Proposers when a notice to proceed with demolition of the Applicant's property is issued.

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Additional Services (Contract Allowance)

Table 4 shows the Additional Services units and unit costs.

Table 4: Additional Services

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Task	Units	Unit Cost
Intake Centers		
a. Additional Intake Center	Month Per Center	\$2,000.05
Appraisals		
b. Appraisal of Home Market Value	Each	\$539.69
c. Update of a Previously Appraisal of Home Market Value	Each	\$485.72
Relocation Additional Tasks		
d. HQS Inspections	Each	\$671.47
f. Title Investigations	Each	\$194.54
g. Title Investigations Update	Each	\$100.41
h. Notarial Deeds	% of Value	.75 %
Environmental		
k. Re-Evaluation of Environmental Review Record	Each	\$527.14
l. Elevation Survey	Each	\$3,137.72
m.1 Historical & Archaeological Studies: (Long Form)	Each	\$1,079.07
m.2 Historical & Archaeological Studies: (Short Form)	Each	\$929.07
URA Payments Processing		
URA Administrative Fee	Per Check Issued	\$376.53
Additional Allowances		
Environmental Specialized Services		Per RFA
e. URA Reimbursement Allowance		Reimbursement
i. Property Registry Fees		Reimbursement
j. Legal Services		Per RFA

The PRDOH determined the allowance amount to be **\$2,493,850.00** for R3 Program and **\$2,493,850.00** for SF-MIT Program. The amount of the allowance will cover the performance of any and all tasks identified as Additional Services in the Scope of Work. This includes the reimbursement of URA payments issued to eligible tenants and of property registry fees; as well as any other environmental specialized services for which a

Unit Price is not provided above. The services to be executed through a Request for Approval (RFA) must be approved first by PRDOH.

Notes on Additional Services

- The PRDOH will determine the amount of the allowance to be included in the Proposer's contract, if any. The amount of the allowance will cover the performance of any and all tasks identified as Additional Services in the Scope of Work. This includes the reimbursement of URA payments issued to eligible tenants and of property registry fees; as well as any other environmental specialized services for which a Unit Price is not requested herein. The Proposer is responsible for monitoring the status and available balance of the established allowance if selected and contracted by PRDOH for the Program Management Services.
- For Other Environmental Specialized Services to be executed by the Proposer, they must first be approved by the PRDOH through a Request for Approval (RFA) where the details, need, and cost of the services shall be specified on a case-by-case basis. RFAs are not required for other Additional Tasks. The Program Manager will be able to perform other Additional Tasks as needed for processing applications so long as there is balance in the allowance established in the contract.
- Under the URA Reimbursement Allowance the Program Manager will be reimbursed for the direct cost of the issuance of approved URA assistance payments to eligible tenants that need to be relocated due to program-sponsored construction or relocation activities.
- Under the Property Registry Fees the Program Manager will be reimbursed for costs associated to deeds and property registry filings in accordance with the provisions established in the Tariff Act of the Registry of Property of Puerto Rico of 1970, as amended.

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Total Contract Cost

The Total Contract Cost awarded was for the amount of **\$51,169,859.84**.

Distribution	Program	Cost Per Program	Total Cost
Program Management and Administration	R3	\$6,605,136.00	\$13,210,272.00
	SF-MIT	\$6,605,136.00	
Program Application Processing	R3	\$16,292,696.24	\$32,971,887.84
	SF-MIT	\$16,679,191.60	
Allowance	R3	\$2,493,850.00	\$4,987,700.00
	SF-MIT	\$2,493,850.00	
Sub Total R3			\$25,391,682.24
Sub-Total SF-MIT			\$25,778,177.60
Total			\$51,169,859.84

Notes on Total Proposal Cost

- The PRODH aims to contract, at its discretion and in the best interest of the overall program's implementation, multiple Program Management firms. The Program Management firms will be assigned regions at the PRDOH's discretion.
- Based on the number of Proposers finally awarded through this RFP, contracts might be signed for quantities of applications, and therefore per-unit tasks, lower than those stated in this Cost Form. This, however, does not limit the PRDOH in amending contracts of awarded Proposers to include additional estimated quantities of applications based on performance metrics.
- PRDOH reserves the right to amend the contract to but not limited to include additional applications if additional funds are allocated to the R3, BRR and SF-MIT Programs during the life of the contract. Selected Proposer(s) guarantee and extends the costs herein included to those additional applications.



ATTACHMENT D

PERFORMANCE REQUIREMENTS

Program Management Services
Homeowner Repair, Reconstruction, or Relocation Program
Blue Roof Repair Program
Single-Family Housing Mitigation Program
Request for Proposals No. CDBG-DR-RFP-2022-02

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Scope of Work

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

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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 always 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.

Delivery Schedule

Operations Start-Up

The Program Manager's key staff resources must be ready to begin working **within two (2) weeks** after the contract execution date. Offices must be set up and adequately staffed to accept applicants within **thirty (30) calendar days** of the contract execution date.

Key staff must remain assigned to the Program(s) over the life of the contract and are to be invoiced by the Program Manager to the PRDOH on an hourly basis cost of **Task 00: General Program Management and Administration**. Program Managers must notify PRDOH in writing of any changes in key staff resources. All changes to key staff are subject to the approval of the PRDOH.

Additional resources to be employed will be determined by the Program Manager based on the workload assigned and performance, nonetheless, PRDOH will not compensate, on an hourly basis, for time worked by any additional resources other than the positions specified above. Other resources will be invoiced by the Program Manager through the unit prices of **Task 01 through Task 07** described below. PRDOH will not pay for any effort of the key positions listed above spend on activities that are part of **Task 01 through Task 07**, including the quality control and quality assurance (**QA/QC**) of the deliverables.

Task 00: General Program Management and Administration

Applicant Relations & Communications

The Program Manager must respond to applicants **within three (3) calendar days** from the time applicants make contact for any requests.

Reconsiderations

The Program Manager must receive, log, evaluate, acquire additional information, make, and notify determinations on program-based reconsideration requests submitted by applicants. Program-Based Reconsideration request shall be evaluated **within (20) calendar days** of receipt.

Construction Control, Monitoring, and Statutory Compliance

The Program Manager must evaluate and approve or deny scope changes in accordance with Program(s) policies, cost reasonableness parameters, and valid requests of time extensions when necessary. Scope Changes shall be evaluated and approved or denied by the Program Manager within **three (3) calendar days** of the Scope Change being submitted by the CM.

Task 01: Targeted Outreach and Application

The Program Manager shall be responsible for the outreach of pre-determined potential applicants for the BRR and SF-MIT Programs. To accomplish this task the Program Manager(s) shall: Coordinate and acquire from PRDOH, or its authorized representative, the list of available contact or property information of potential applicants for initial outreach efforts. Communicate with potential applicants via mail, phone, or electronic email when available. Site visits, or other reasonable outreach efforts shall be conducted when the prior communication methods are not feasible. Provide information to the potential applicant about Program(s) intent, participation requirements, and timing of the application process. Confirm the applicant's participatory interest in the Program. If interest is confirmed, request the necessary information, documents, and forms to initiate application process. Follow up with applicants to obtain all necessary information, documents, and forms to fill or create an application and evaluation by the Program Manager. Any other task required for successful outreach and application activity to targeted applicants.

Task 02: Complete Applications of the Program(s)

Pre-eligibility notification letters shall be sent by the Program Manager **within five (5) calendar days** of the eligibility determination being approved by PRDOH.

Task 03-A: Damage Assessments & Initial Project Intent Notification

As related to the R3 and BRR Program, Damage Assessments and Environmental Desktop Reviews must be submitted by the damage inspector and the environmental specialist respectively; and approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record **within forty-five (45) calendar days** from the time the applicant is sent the eligibility notification. If Damage Assessments and Environmental Desktop Reviews cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying which, PRDOH will only accept for reasons outside of the control of the Program Manager.

Initial Repair or Reconstruction Scope of Work Development

The Program Manager must organize, coordinate, and manage the Initial Scope of Work development by the Construction Manager (**CM**). Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM **within ten (10) calendar days** of the scoping site walk date.

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The Damage Assessment documentation & the Initial Project Intent Notification must be approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record and submitted to the applicant **within forty-five (45) calendar days** from the time the applicant received the eligibility notification. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement. If the Damage Assessment & Initial Project Intent Notification cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

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Task 03-B: Property Risk Assessments & Initial Project Intent Notification

The Property Risk Assessment documentation & the Initial Project Intent Notification must be approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of Record and submitted to the applicant **within forty-five (45) calendar days** from the time the applicant received the eligibility notification. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement. If the PRA & Initial Project Intent Notification cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

Initial Repair or Reconstruction Scope of Work Development

The Program Manager must organize, coordinate, and manage the Initial Scope of Work development by the Construction Manager (**CM**). Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM **within ten (10) calendar days** of the scoping site walk date.

Task 04: Environmental Review Records (Tier II)

The Environmental Review Records (Tier II) must be submitted by the Environmental Specialist; and approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of record **within forty-five (45) calendar days** from the time a Task order is issued once the applicant accepts the scope of work. This period includes the time for any consultation with all applicable regulatory agency, including but not limited to SHPO consultation.

Task 05-B: Relocation Award Coordination

Demolition Scope of Work Development

The Program Manager must organize, coordinate, and manage the Initial Scope of Work development by the CM. Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM **within ten (10) calendar days** of the scoping site walk date.

Task 06: Progress Inspections & Payment Request

Progress inspections shall be performed by the Program Manager **within three (3) calendar days** of the site inspection request approval. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement.

Progress inspection site visit shall conclude with an onsite written determination (pass/fail) to be provided to the CM representative informing of the outcome of the inspection.

Report on Progress Inspection

If a non-compliant work results in a punch list document, this shall be agreed on site and submitted to the CM **within two (2) calendar days** for the necessary corrections to be performed in a timely manner.

Progress Inspection Reports shall be submitted by the Program Manager **within five (5) calendar days** of the on-site inspection. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement.

Review of Progress Report, Contractor Invoice, and Statutory Compliance

Contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, **within five (5) calendar days** of the Program Manager receiving the draft invoice documents.

Task 07: Applications Closeout

As part of the application close out, the Program manager will ensure all previous phases were completed correctly based on program policies and applicable regulations and the proper documentation is contained in the system of record.

Additional Services (Allowance)

Specific cases may require the Program Manager to provide additional services to those stated above. For such services, the contract shall include an allowance and the Program Manager shall provide the PRDOH with unit price of the additional tasks. No additional task may be performed by the Program Manager without authorization of the PRDOH. The additional tasks identified at the moment of the Scope of Work development list as follows:

b. Appraisal of Home Market Values

Certain cases may require the appraisal of a home's current value. For such cases an Appraiser from the Program Manager will be responsible for developing an opinion of fair market value according to industry standards. Once the appraisal report is completed and QA/QC'd by the Program Manager, it must be recorded in the PRDOH Grant Management System of Record for the specific case requested. The contract will include an allowance item from which the Program Manager may be able to invoice for the appraisal of home market values. At no time whatsoever may the Program Manager invoice to the PRDOH over the total allowance amount included in the contract for Appraisal of Home Market Value. For cases that may require the appraisal of a

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home's current value, appraisals shall be performed and QA/QC'd by the Program Manager **within fourteen (14) calendar days** from the date it is determined that an appraisal is required. If the appraisals cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

c. Update of a Previously Appraised Home Market Values

For those appraisals performed by the Program Manager that exceeds the one (1) year effectiveness period, the PRDOH may require an update to such appraisal reports, as per industry standards. It is assumed that only certain portion(s) of the previously approved appraisal report will require to be updated and resubmitted to provide a current fair market value. Appraisal updates shall be performed, and QA/QC'd by the Program Manager **within seven (7) calendar days** from the date it is determined that an appraisal update is required. If the appraisals cannot be performed within the required timeframe, the Program Manager must document the reasons for not complying. PRDOH will only accept non-compliance with the established timeframe for reasons out of the control of the Program Manager.

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d. HQS Inspections

With voluntary relocation awards, Program(s) applicants will have the option of purchasing a home in the existing real estate market. Program Manager will be responsible for inspecting such homes prior to program purchase to comply with Housing Quality Standards (**HQS**) requirements. This task shall include the following:

Scheduling the HQS Inspection with sellers **within seven (7) calendar days** from the Program Manager being notified of the applicant's selection of a home.

Inform Program(s) applicants in writing, **within five (5) calendar days** of the HQS inspection, as to the home's compliance with HQS.

At PRDOH's discretion and in benefit to the Program, taking into consideration the particular circumstances of each case, timelines may be modified without the need to amend the contract.

The Contractor shall develop workplans, schedules, reports and/or any other document as may be requested by PRDOH or Representative in connection to the above timelines and performance goals. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee responsibilities. The Contractor is also responsible for providing and performing all the services stated in the Scope of Work.

Liquidated Damages & Penalties

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

- **Liquidated Damages:** The Contractor shall pay to PRDOH, as liquidated damages, \$150.00 for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of \$1,500.00 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 will suffer by reason of delay in the completion of works requested, are hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of

the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed, and the schedule may be extended by any additional time or delays outside the control of the Contractor caused by act of omission of the PRDOH, HUD, or any of their representatives. The PRDOH may deduct and retain out of the monies which may become due to the Contractor, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Contractor shall be liable to pay the difference.

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END OF DOCUMENT

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Insurance Requirements
Request for Proposal
Increase Capacity
Program Management Services R3
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Contract Division

**SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES**

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A. 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 **Puerto Rico Department of Housing (*PRDOH)**, the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

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

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the ***PRDOH** shall provide a letter to the successful bidder addressed to the State Insurance Fund.

2. (X) Commercial General Liability (Broad Form) including the following insurance coverage

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

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

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 10,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages - 2 and 8	
• Hired - Borrowed Auto - 8	
• Non-Owned Auto Liability - 9	

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4. **(X) Professional General Liability or Errors & 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

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

5. **(X) Umbrella**

Limit - \$5,000,000

6. **(X)** The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing (*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.***

(X) a. Breach of warranty

(X) b. Waiver and / or Release of Subrogation

(X) c. Additional Insured Clause

(X) d. Hold Harmless Agreement

(X) e. 30 Days Cancellation Clause

7. **(X)** The insurance carrier or carriers, which will present said certificates of insurance, must have at least a B+ rating according to the Best Rating Guide.

B. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
 - Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
 - Power of attorney, issued by the Insurer, in the name of its attorney-in-fact.
 - Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.

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.

C. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the *PRDOH a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

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4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.

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D. 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, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the certifications of insurance and/or bonds required under the special conditions approved by the Insurance Section of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period.

In case of any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

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The ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

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E. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the "*Special Conditions of Insurance and Bonds*" as set forth in this Insurance Requirements shall prevail over any other insurance specifications.

****PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.***

F. CERTIFICATE OF CONTRACT DIVISION

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

**DESCRIPTION OF THE SERVICES:
Increase Capacity
Program Management Services R3**

January 20, 2022
Date

Candice M. Noriega Morales
Candice M. Noriega Morales
Insurance Specialist
CDBG-DR Program



ATTACHMENT F HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

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5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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

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

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

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8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides

that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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

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12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

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the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT
(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. § 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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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;
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- (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.

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- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

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

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

4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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6) The CONTRACTOR will furnish all information and reports required by 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.

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

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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)

CLEAN AIR ACT

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

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

WATER POLLUTION CONTROL ACT

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 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. Part 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. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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- 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.

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27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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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)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement,

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the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
 - 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
 - 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with

Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

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30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

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31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in

surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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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 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

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

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

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT G

APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

ICF Incorporated, LLC

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The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services for the R3 Program, BRR Program, and the SF-MIT Program** contract by and between the **Puerto Rico Department of Housing** and **ICF Incorporated, LLC**:

1. The expected contractor's subcontractor(s) in connection with the contract is (are) the following:

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RAC Titles Search Inc.

Principals: Armando Pena

Principal Stakeholders: Ramon Chavez

Role of Subcontractor: Perform appraisals and URA payments as contracted and included in R3 program duties.

Principal Terms and Conditions: Please see the enclosed standard subcontract agreement terms and conditions. Additional terms will be flowed down to the subcontractor upon ICF's receipt of a fully executed contract from PRDOH.

Amount of Proposed Contract Payable to Subcontractor: \$1,485,500

CMA Architects & Engineers LLC

Principals:

- Alvin Rodriguez
- Jose Torres
- Jose Carro
- Luis Merle

Principal Stakeholders:

- Alvin Rodriguez
- Jose Torres
- Jose Carro
- Luis Merle

Role of Subcontractor: Conduct environmental inspections.

Principal Terms and Conditions: Please see the enclosed standard subcontract agreement terms and conditions. Additional terms will be flowed down to the subcontractor upon ICF's receipt of a fully executed contract from PRDOH.

Amount of Proposed Contract Payable to Subcontractor: \$45,084,138.44

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Ruth L. Trujillo Rodriguez Professional Land Surveyors

Principals: Ruth L. Trujillo Rodriguez

Principal Stakeholders: Ruth L. Trujillo Rodriguez

Role of Subcontractor: Perform surveys and survey related tasks

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Principal Terms and Conditions: Please see the enclosed standard subcontract agreement terms and conditions. Additional terms will be flowed down to the subcontractor upon ICF's receipt of a fully executed contract from PRDOH.

Amount of Proposed Contract Payable to Subcontractor: \$11,250,000

2. Neither the contractor nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract, except as follows:

N/A

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges, or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit.
5. Neither the contractor, nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public

official or employee in connection with the procurement, negotiation, or execution of the contract.

- 6. Any incorrect, incomplete, or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 22 day of September of 2022.

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Dorothy A. Shields
Signature

9/22/22
Date

Dorothy A. Shields
Printed Name

Sr. Director of Contracts
Position



ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

ICF INCORPORATED, LLC

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The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Dorothy A. Shields
Signature

11/3/22
Date

Dorothy A. Shields
Printed Name

Senior Director, Contracts
Position












PM AGREEMENT_ICF Part 1 or 3

Final Audit Report

2022-12-14

Created:	2022-12-13
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ALR8C8NMUBGFpixEOJFQldir2Rxj0QI

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2022-12-14 - 9:10:20 PM GMT
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PM AGREEMENT_ICF Part 2 of 3

Final Audit Report

2022-12-14

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PM AGREEMENT_ICF Part 3 of 3

Final Audit Report

2022-12-14

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✔ Agreement completed.
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