

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)
REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROBETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING
AND

INNOVATIVE EMERGENCY MANAGEMENT, INC.

PROOF PROOF PROGRAM (SF)

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CONTRACT ADMINISTRACT





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 _ of November , 2022, by and between the **PUERTO RICO DEPARTMENT** Rico, this 16OF 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 Innovative Emergency Management, Inc. (hereinafter, "CONTRACTOR"), with principal offices in Morrisville, North Carolina, herein represented by Keith Richard Reynolds, in his capacity as Manager of Contract Administration, of legal age, single, and resident of Baton Rouge, Louisiana, 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 for 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-2022-05 (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, Innovative Emergency Management, Inc. 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 Innovative Emergency Management, Inc. to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing, and able to provide the requested services contemplated under this Agreement.

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 October 30, 2021, authorizing its Authorized Representative, Keith Richard Reynolds, 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:

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:

Contractor's Proposal Attachment A

Scope of Work Attachment B

Compensation Schedule Attachment C Performance Requirements Attachment D Insurance Requirements Attachment E **HUD General Provisions** Attachment F

Contractor Certification Requirement Attachment G 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.

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 November 15
- 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





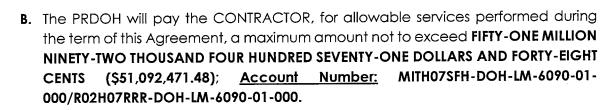
Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

SCOPE OF SERVICES III.

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.

COMPENSATION AND PAYMENT

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



- 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





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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."

REIMBURSABLE EXPENSES ٧.

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

ADDITIONAL SERVICES VI.

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.

OWNERSHIP AND USE OF DOCUMENTS VII.

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





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

VIII.DOCUMENTATION AND RECORDKEEPING

- 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.cdbgdr.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;





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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.

- (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.

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XII. TERMINATION



- 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

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

- D. Unilateral Termination: The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) calendar 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.





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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INCREASE CAPACITY - PROGRAM MANAGEMENT SERVICES
HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR),
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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:

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

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates

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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 PROOH 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.





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.

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create

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

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

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

To: CONTRACTOR Keith Richard Reynolds

Manager of Contract Administration Innovative Emergency Management, Inc.

2801 Slater Road, Suite 200

Morrisville, NC 27560





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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 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.

- 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 Departmento de Hacienda del Gobierno de Puerto Rico). The PRDOH will adjust such withholdings provided the





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CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

- 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".
- 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:





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

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

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





XXV. MEMORANDUM NO. 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.
- **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 of falseness in such Certification will render the contract null and void and CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

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

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state, and local laws, rules, regulations, and policies relating to CDBG-DR/MIT Programs and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation





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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, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- **D**. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- **E.** The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR





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- 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- **F.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- **G**. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(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 extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- **B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- **C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and





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



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.
- **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.



- 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 Guidelines at EPA's Comprehensive Procurement https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- 3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
 - b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DRUG FREE WORKPLACE XXXV.

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.

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, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

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.

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), 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 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 <u>at least</u> 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.

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.

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

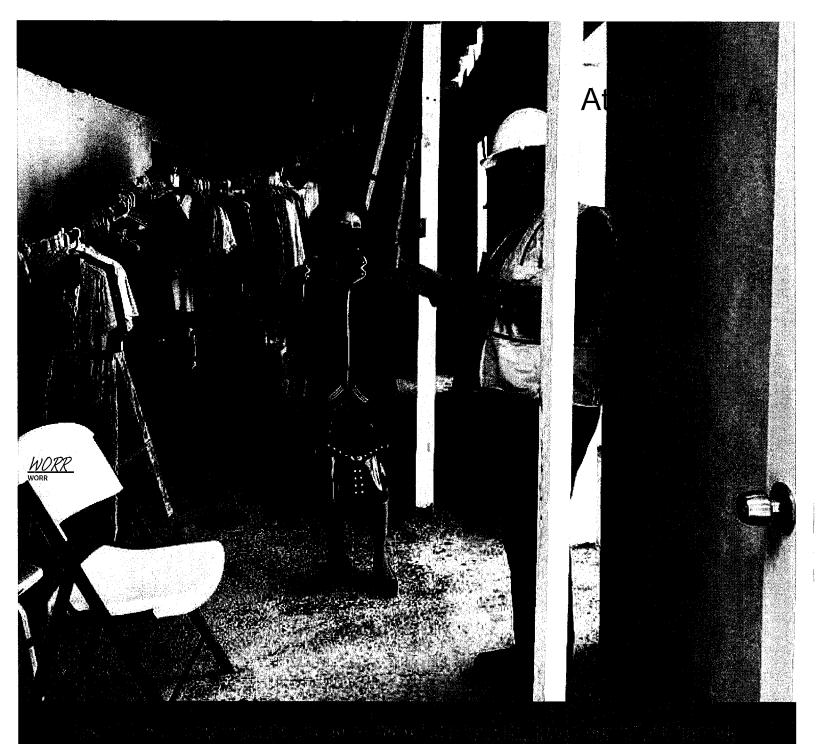
PUERTO RICO DEPARTMENT OF HOUSING

INNOVATIVE EMERGENCY MANAGEMENT, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Nov 16, 2022 18:01 AST)

Hon. William O. Rodríguez Rodríguez, Esq. Secretary Hat Lynd

Keith Richard Reynolds Manager of Contract Administration



TECHNICAL PROPOSAL

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THE IEM TEAM







MCCLOSKEY & BONNIN VALUATION GROUP PSC



Founded in 1985, IEM is the largest woman-owned emergency management company in the world. Our staff has directly managed state-wide disaster recovery programs, while maintaining decades-long relationships with FEMA, HUD, and other federal agencies. As a dedicated emergency management firm, IEM has continually demonstrated the capacity to provide top-level talent for our state and local partners, retaining and developing personnel at all levels of experience, while also providing accountability and transparency both to and for our clients. Over the last three decades, we have produced consistent, high-quality deliverables that meet stringent standards defined by HUD, FEMA, and other federal granting agencies, as well as our state and local partners. Team IEM will help the PRDOH to achieve its desired outcomes faster, more cost-efficiently, and at lower risk.

UNDERSTANDING OF THE OVERALL IMPLEMENTATION OF THE HOUSING PROGRAMS

For this effort, IEM has carefully selected team members with a track record of success. Arcadis Caribe, PSC (Arcadis) has over 50 years of experience in environmental consulting including conducting environmental reviews and preparing environmental reports. Choice Sector LLC (Choice) will be responsible for damage assessments and brings a cadre of experienced inspectors to the team. McCloskey & Bonnin Valuation Group, PSC (McCloskey & Bonnin) has 50+ years of experience in real estate advisory services, including appraisals, consulting, and insurance claims processing in Puerto Rico and the Virgin Islands and will be conducting inspections and preparing appraisal reports on this contract. TSG Services LLC (TSG) has been providing program management and construction management services for 40 years and will be providing progress inspection and HQS inspection services.

R3 Program: IEM understands the purpose and objectives of the R3 Program. For the past 3 years, IEM has been the top-performing Program Manager for this Program since its launch on July 31, 2019. From the Intake and Eligibility phases, IEM has excelled in meeting goals, preparing high-quality files, and guiding Applicants through the complex paths of this Program to receive an award of repair, reconstruction, or relocation. IEM is ready to continue the work that was started in what is to date the biggest single-family housing disaster recovery program in the history of Puerto Rico.

Blue Roof Repair (BRR): IEM understands the objective of the Blue Roof Repair Program. Using the data compiled by the PRDOH regarding homes with blue tarps nearly 5 years after the events of hurricanes Irma and María, IEM is ready to provide expedited service to these Applicants in order to repair or reconstruct these homes that have unmet significant damage. IEM will work towards the goal of eradicating blue tarps as the roof of a home.



Our staff have directly managed state-wide disaster recovery programs, while maintaining decades-long relationships with FEMA, HUD, and other federal agencies.

As a dedicated emergency management firm, IEM has continually demonstrated the capacity to provide top level talent for our state and local partners, retaining and developing personnel at all levels of experience, while also providing accountability and transparency both to and for our clients.



UNDERSTANDING

INNOVATIVE, RESPONSIVE, SCALABLE DELIVERY APPROACH

TECHNICAL EXPERTISE DELIVERY EXCELLENCE Proven strategies for Repair/ Reconstructiony Relocation Award Continuation, applicant satisfaction On-time, high quality, meeting goals & exceeding expectations THOUGHTFUL INNOVATION Pragmatic, incremental enhancements

Safe, resilient housing bolstering Puerto Rico's economy

RESULTS

Goal

Start-up Targeted Outreach. & Application

Application Completion For Program

• Appraisal of Home Market Values

URA Reimbursement Allowances

OPERATIONAL INTEGRATION

Robust internal communication structures and robust, reporting & case tracking

Additional Intake Centes

HQS Inspections

Title Investigations

Update Previous Appraisals

Damade/Risk Assessments • & Initial Project Intent Notification •

Environmental Review Records

· Re-evaluation of Environmental

• Title Investigations Update

Repair/Retrofit, Reconstruction, or Relocation Award Coordination

Progress Inspections & Payment Requests

Environmental

Elevation Survey

Historical and

Specialized Services

Archaeological Studies

Providing Decent, Safe and Sanitary Homes to 5.000 households within the contractual time requirements.

- Resilient housing solutions for Applicants.
- High degree of customer and stakeholder satisfaction
- Full compliance with all laws and regulations.
- Effective cost control and management.







National Deeds

Property Tax Fees

Review Records

Legal



MCCLOSKEY & BONNIN VALUATION GROUP PSC

KEY FEATURES OF TEAM IEM'S APPROACH

Low-risk, proven, scalable delivery approach

Proven leaders and partner network in place and ready from Day 1

Innovative ideas and approaches to meet new challenges

Use of IT Systems, Data Analytics to assist efficient processing of applicant data and reduce errors and costs

Mastery of Program Processes. Institutional Knowledge.

Low-risk

Cost-effective.

Commitment to the Recovery of Puerto Rico.

IEM Benefits

FEM in swap general representation

IEIM's approach builds on our insights and understanding, only gained by managing the R3 program for the past 3 years.

ENDERN ERN ERN EN VOERN FEN LA

strong and experienced team of Key Personnel built, trained, and empowered a local team – which now comprises 80% of our R3 workforce

Our dedication to link multidisciplinary teams in a cost efficient manner has allowed us to serve over 4,000 households in 50 municipalities

والمحامض والحادث ووالنا ليتسب ويساد للصوويسي

IEM's commitment has allowed us to reach a series of firsts for the R3 program (listed at right). Our team is dedicated to continuously improve its processes, so we can reach more "firsts" for PRDOH, exceed our goals and improve applicants' lives

IEM aims to deliver positive outcomes to all program participants. To date, IEM has completed 952 repairs and reconstructions and delivered 229 reconstruction homes

THE PROPOSER'S OVERALL PLAN FOR THE MANAGEMENT OF THE DIFFERENT MAJOR TASKS AND DELIVERABLES

Team IEM understands the PRDOH's goals and objectives and, more importantly, the obstacles that need to be overcome to achieve them. Since we officially began working in Puerto Rico managing the PRDOH's Home Repair, Reconstruction or Relocation Program (R3) Program on July 31, 2019, our technical and management teams have been purposely built to provide the results that the PRDOH seeks.

Our overall management approach includes providing general operational support to the PRDOH in this program. This includes preparing and maintaining an overall project plan, day-to-day operational oversight and coordination, accurate and detailed reporting of progress and performance milestones, development and evaluation of guidance, standards, and SOPs, and coordination with other adjacent contractors supporting the program. IEM will also provide general program and project management support following our Project Management Body of Knowledge (PMBOK®) compliant management processes that include knowledge and information sharing, project and cost controls, financial forecasting and reporting, administrative compliance, risk management, quality assurance and control, and logistics management from project initiation to closeout.

As prime contractor, IEM will ensure that Construction Managers (CM) comply with the PRDOH's design, construction, and statutory requirements. We will also maintain and manage information and documents to stringent standards to ensure complete and accurate case files, supportive of reporting and auditing requests. This document control and management will include storage, archiving, and retrieval of both physical and electronic documents and records and compliance with Personally Identifiable Information (PII), confidentiality, and non-disclosure standards.

As an integral part of our management approach, IEM will coordinate outreach efforts to Applicants and manage the relationship with each Applicant in a high-touch, empathetic way throughout the process from intake through closeout. Team IEM is highly sensitive to the stresses caused by housing insecurity and has developed and implemented an approach to successfully reach and assist impacted populations throughout the process.

In the sections below, we explain in detail our approach to each Task and the related services, including the specific processes, tools, and enhancements we are proposing. For each task, we call out the quality assurance and quality control steps, the timeframes for completing task activities and the typical deliverables associate with the task.

1st Program Manager to perform Initial Site Inspections

1st to obtain Assessment Package approvals

1st to complete a Final Duplication of Benefits review

1st to conduct an Award Coordination meeting for repairs/reconstruction

1st to issue a Notice to Proceed ("NTP") on a repair project

1st to issue a Relocation Voucher

1st to deliver a repair project

1st to complete a Relocation Award Real Estate Closing

TASK 01 DELIVERABLE:

Outreach Plan

The Outreach Plan will outline communications and outreach tactics to employ based on stakeholder type across the programs to best connect and engage our target audience, including:

Timeline of communication touch points (e.g., phone, email, text, mail)

Outreach strategy based on stakeholder type

Timeline to note target communities and partner groups for engagement

Draft communications collateral for internal and external use (e.g., talking points, applicant and stakeholder communications, fact sheets, website copy)

All materials developed will be deemed final pending PRDOH review and approval

TASK 01: TARGETED OUTREACH AND APPLICATION INTAKE

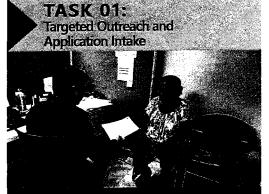
IEM's team of bilingual communications and outreach experts has a strong understanding of Puerto Rico's homeowner needs and the experience necessary to successfully develop and execute a strategic outreach plan for the R3, BRR, and SF-MIT programs. Since we officially began working in Puerto Rico managing the PRDOH's Home Repair, Reconstruction or Relocation Program ("R3") on July 31, 2019, IEM has served over 4,700 households in 51 municipalities. Our management and public outreach strategy aims to maximize the delivery of benefits and funding to eligible households to help build resiliency across the island. Our approach places a strong focus on ensuring all critical stakeholders, especially socially disadvantaged individuals and communities, remain informed and engaged throughout the process.

Communications Experts with Housing Experience. As a trusted leader in disaster recovery, IEM brings extensive marketing and community engagement expertise to educate, inform, and connect homeowners to available assistance programs. All deliveries completed in support of communications, outreach and constituent services for the R3, BRR, and SF-MIT programs will be regularly documented and tracked to ease future auditing processes, and to evaluate strategic impact to adjust processes appropriately. Our bilingual team of communication and outreach professionals have a track record through their experience managing communications and outreach for a variety of disaster recovery programs. Our innovative strategies have helped clients raise program visibility and accessibility to connect homeowners to program case management and call center representatives who are equipped to support their application process from start to finish. Additionally, our stakeholder engagement approach complements existing outreach strategies by creating a network of program champions to amplify program messaging and build community trust through the support of local leaders.

TARGETED OUTREACH

Team IEM will engage and leverage the PRDOH's existing partners as well as build new community relationships to amplify messaging and identify program champions. Through a robust grassroots outreach campaign, IEM will increase its programmatic footprint across socially disadvantaged communities, raise program awareness, and most importantly, provide homeowners accessibility to program resources. Based on priority and need, IEM will develop an **Outreach Plan** that specifically addresses program needs across R3, BRR, and SF-MIT to effectively reach eligible homeowners. **Table 1** details IEMs core methods of community outreach.

Evangelina's Story



Evangelina Rosario, is a 78 year old woman who lives in a remote area of the municipality of Villalba, her home was significantly damaged by hurricanes Irma and María, and since the earthquakes of 2020 the area around her home has been prone to landslides.

How it starts for Evangelina:

She receives a flyer in the mail with program information

She calls the Call Center

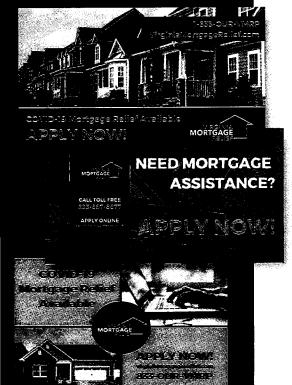
The Call Center representative provides additional information, including an orientation on the documentation required

She receives directions to the nearest physical Intake Center in Ponce

An in-person visit is scheduled, at her request

APPLY NOW!

A clear call to action "apply now" will be listed on all program marketing collateral alongside general program information noting eligibility requirements, assistance offered, and how to apply.



■ JEM SARE SECURE (GB DEV

Table 1: Methods of Community Outreach

Augustus di III di Augustus di Augustu	IEM will work with the Commonwealth of Puerto Rico to hold public meetings (in-person or virtually) to solicit stakeholder feedback, as well as participate in existing community events and/or coordinate grassroots outreach at high-traffic locations to increase homeowner accessibility to program information and onsite application support. IEM maintains four (4) Intake Centers in the R3 Program in the municipalities of Arecibo, Aguadilla, Ponce, and Mayagüez. The Intake Centers were identified and rapidly stood up based on data analytics and GIS mapping using factors such as the population of municipalities, the proximity of damages, access to main roadways, and recognizable building structures.
\$ 1.5% (1.5%)	IEM utilizes e-mail to target prospective Applicants to encourage them to act and apply for program benefits and provide relevant updates for current Applicants. The main goal is to drive applications, share key program information, and highlight program milestones.
TAILS	IEM implements a Federal Communications Commission (FCC) compliant texting strategy that allows homeowners to opt-in to receive updates via text messages.
Bigay ling Biestea 2 Malaje	IEM collaborates closely with Puerto Rico's government leadership to maintain appropriate and proactive communication channels that regularly update key stakeholders across the island.
Destructive Parmoses	IEM integrates local nonprofits, faith-based organizations, and community leaders to grow our grassroots efforts to connect with eligible homeowners. IEM's team of outreach professionals is experienced in community partnership building and developing strategic opportunities for partner retention. To best equip partners willing to amplify program messaging, IEM develops a digital partner toolkit to include available messaging, social media content and graphics, as well as newsletter blurbs to ease program marketing across stakeholder networks.
Lieb Wieselbach Bull sein Liebfes	IEM Corporate Communications designs and develops user-friendly websites to connect homeowners to program information and services. Our digital and printed materials are clear, concise, and visually appealing. Our communications experts curate easy-to-understand messaging with a clear call to action and visual design that helps tell a program's story and build audience trust.

Applicant Communications. IEM manages Applicant communications through a two-prong approach (Table 2): Raising Program Awareness and Constituent Services Coordination. The outreach message to

IEM Experience

IEM's Corporate Communications team manages the communications, outreach, and marketing for a variety of disaster recovery programs.

We reach applicants for:

Emergency Rental Assistance Program

Homeowner Assistance Fund

HUD CDBG-DR Programs

Our Communications team ensures legally required and federally recommended guidance is adhered to in the development and execution of programmatic outreach initiatives.

PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR.

TASK 01 DELIVERABLE: Application Intake Forms

Applicants can apply through the online application

Visit the Intake Center closest to their town

In collaboration with R3, some municipalities collaborated in the promotion of the Program and established citizen assistance offices to assist those people who do not have internet service or transportation to reach the Intake Centers to fill out the application

The application includes the DocuSign tool to facilitate the signing of Intake forms electronically

potential Applicants will include program intent, participation requirements, and the timing of the application process. We encourage interested individuals to apply for the Programs during outreach events.

Table 2: Applicant Communications Approach



Team IEM will collect available data and contact information to conduct email, text messaging, and outbound calling to prospective homeowners that may benefit from R3, BRR, and SF-MIT. In the absence of data, IEM will leverage available local partnerships that can support easily accessing target audiences. IEMs communications team will develop standardized messaging for external dissemination as well as create talking points to support the PRDOH leadership, program management, call center, and case management personnel.



IEM Communications team will create a Constituent Service Standard Operating Procedure (SOP) to address the management of incoming program inquiries and complaints received by Applicants, elected officials, media, and all other stakeholder groups. In coordination with case management and call center leadership, the communications team will identify trends and areas for improvement to support changes to programmatic policy and procedures, where possible.

APPLICATION INTAKE

IEM will onboard and train a team of expert Case Managers specialized in taking applications and making eligibility determinations that are ready to process applications for the R3, BRR, and SF-MIT Programs within two-weeks of signing the contract. IEM Case Managers will provide comprehensive support to quide potential Applicants through the application intake process detailed on the right.

IEM's goal during the intake process is to successfully move Applicants through the process as quickly as possible. The need to rapidly deliver successful outcomes for Applicants is emphasized at each step. Our Case Managers begin collecting information pertaining to property type and property ownership. Should property type or ownership information not adhere to program requirements, the Case Manager promptly stops the application intake process and advises the Applicant. Once property type and ownership information are collected and verified, the Applicant provides tenant, insurance, disaster relief benefits received, and woman head of household information. IEM Case Managers then follow-up with Applicants to ensure they have every opportunity available to successfully complete their application in order to reach housing stability, whether through repairs, reconstruction, or relocation.

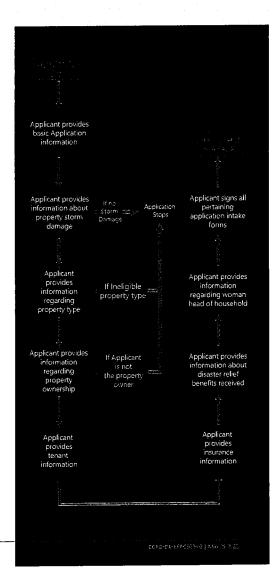
IEM OFFERS PROOH:

Existing relationships with key stakeholder groups in Puerto Rico

Experience developing and executing robust, grassroots, outreach campaigns

Bilingual team with Puerto Rican Communications Specialist

Application Intake



PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM, BLUE ROOF REPAIR PROGRAM, AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM

IEM Experience

IEM is currently a Program Manager for the R3 Program. IEM designed internal procedures to ensure that residents interested in participating in the R3 Program receive all information needed prior to applying, provide the appropriate eligibility commentation, and have the best opportunity to be part of the R3 Program.

Key Features of IEM Approach

Experienced, Knowledgeable Staff

Policy Team

Dedicated Trainer

Aggressive Objectives

TASK 02: COMPLETE APPLICATIONS OF THE PROGRAM(S)

As an incumbent contractor on the R3 program, IEM's staff have mastered the usage of the Grant Management System of Record, Canopy. IEM Case Managers know how to navigate the system regarding uploading, indexing, and locating missing information, among other requirements to avoid an application that is stalled within the system for a prolonged time. IEM-trained staff constantly monitor open applications and prompt Applicants to re-engage with the program to complete the application process and receive training and/or technical assistance when needed as the Programs' guidance, policies, and procedures evolve and change. IEM's process for outreach, application, application intake, and eligibility determination workflow is displayed on the following page.

INTAKE REVIEW

IEM Case Managers will work with Applicants to compile all the information required in the Programs' Applications, including gathering all information and documentation required to complete the Eligibility Review. This includes documentation on Applicants' income, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, the status of the Applicants' property taxes, mortgage, insurance, disaster relief benefits received, and any other Program requirements. Documents can be collected in various manners such as in person at our Intake Center, during a home visit, or via email, text message, or other phone applications. When the client and Applicant meet in person, the Case Manager scans the documents at the Intake Center or through a mobile device during a house visit. When documents are collected electronically, the Case Manager verifies that they are correct. Once this is determined, the Case Manager uploads them to Canopy for classification. In addition, IEM will conduct questionnaires to gather information about any tenants or people outside the Applicant's household who will be potentially displaced by Program activities, in order to comply with Uniform Relocation Act (URA) requirements.

IEM Case Managers will evaluate the documentation submitted and request additional information as needed to ensure completeness of the applications as required by the PRDOH's Programs' Eligibility Guidance and federal requirements.

Applicant Communication. IEM Case Managers maintain a constant communication link with Applicants, collaborating via telephone calls, text messages, emails, and in-person at outreach events and intake centers. Should application review determine necessary information is missing or incomplete, IEM Case Managers are relentless in their attempt to contact Applicants. We use all available electronic methods prior to sending a letter to the Applicant's address. Applicants are kept apprised of application progress and informed on subsequent steps and all communications with Applicants are documented in Canopy.

TASK 02: Complete Applications for Evangelina



What's next for Evangelina?

She arrives at the Intake Center for her appointment

She meets with a Case Manager to assist her in completing the application

She is prepared and brought her documents

She answers questions by the Case Manager

After an hour with the Case Manager, Evangalina's application moves to eligibility evaluation

The Case Manager maintains frequent communication with Evangalina for status of evaluation and any additional clarification needed

PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR.

IEM Strives to Get FAST RESULTS for Applicant

Eligibility Review

When the application is completed, IEM will perform an Eligibility Review of the documentation provided regarding the Program's eligibility criteria. During the Eligibility Review, IEM Case Managers work with Applicants, 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. Case Managers review all documents required from Applicants and third parties to ensure that submitted documents meet the Program Guidance, policies, and procedures. During this review, we use an IEM-created internal checklist generated from the Program guidelines and updated with every consultation and new information received during the project's progress. All documents are reviewed to determine and justify eligibility per Program's Guidance to include, but are not limited to, disaster damage, primary residence, ownership, citizenship, and income.

IEM Case Managers confirm the Applicant's ownership or proprietary interest over the property by evaluating traditional and non-traditional ownership documentation provided by the Applicant. As the Program Manager, IEM makes a Proprietary Interest Determination (PID) for each application. Following the PID, Case Managers compile necessary documents to identify all owners and lien holders, such as those resulting from mortgages, of the property to correctly establish legal ownership or proprietary interest. We refer non-traditional ownership applications to the PRDOH's Title Clearance Program representatives when necessary. Case Managers review URA implications for each application per Program Guidance regarding URA for any tenant at the Applicant's property and mail eligibility or ineligibility letters within five (5) calendar days of the PRDOH's approval, as applicable. Following an ineligibility determination, IEM provides the decision justification to the Appeals Team. Case Managers advise the Applicants who are deemed ineligible and inform them of the applicable appeals process.

DUPLICATION OF BENEFITS REVIEW

Following the PRDOH's approval of eligibility determinations and the mailing of eligibility letters to Applicants, IEM Case Managers conduct a Duplication of Benefits (DOB) Review. IEM, the first Program Manager in the R3 Program to complete a Final Duplication of Benefits review, employs a standard DOB review process that adheres to the Robert T Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended. The Stafford Act, 42 U.S.C. 5121-5207, and the CDBG-DR appropriations acts require HUD and its grantees to coordinate with other Federal agencies that provide disaster assistance to prevent Applicants from receiving duplicative assistance.

IEM Successes in R3 Program

... by November 22, 2019,

ready to be approved by the PRDOH.
Today, after receiving two contract amendments to increase the number of

IEM completed contractual eligibility determination goal of applications.

PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR,

TASK 02 DELIVERABLES

Intake to pre-eligibility within 2 weeks for responsive Applicants

At least 3 attempts made to contact Applicants

Every attempt uses all available telephone numbers, text messages and e-mail

Mail a letter after all attempts are exhausted

Follow established procedure for non-response

Update notes before end of day regarding attempts and next steps

Send Pre-eligibility notifications within 5 days of PRDOH's approval

To complete the DOB Review, IEM Case Managers interview Applicants and seek to identify any additional information not previously captured during Intake. Case Managers evaluate benefits received from all federal, state, local, or other sources and make determinations on duplicative assistance, and conduct research for FEMA, SBA Home, SBA business, and NFIP programs through Canopy to verify any activity generated in those agencies by our Applicant and all adult household members. We also encourage Applicants to self-report assistance received from non-profit organizations. IEM Case Managers review receipts provided for previous work and other applicable documentation and make determinations on the amount of funding that may be considered non-duplicative Throughout the process, IEM Case Managers communicate with third parties, which include, but are not limited to, insurance companies, FEMA, SBA, NFIP, charitable organizations, etc., to obtain documentation in support of the DOB review. With its internal procedures and practices, IEM has mastered the Intake and Eligibility phases of the R3 Program, as evidenced by our case managers surpassing its initial contractual assignment of processing 1,500 cases within fifteen (15) weeks of being awarded a contract.

Quality Assurance/ Quality Control Process

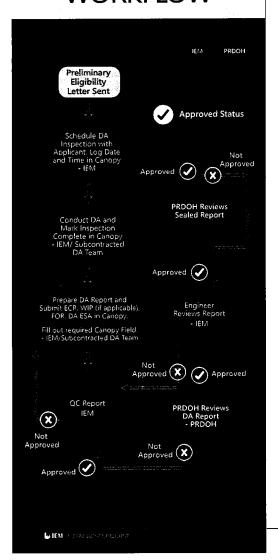
IEM establishes Standard Operating Procedures and checklists in accordance to specific Program Guides

These are reviewed at every learning opportunity and experience as we work through the program

Weekly Policy consultations' meeting

Weekly production review meetings

INITIAL INSPECTION WORKFLOW



PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM, BLUE ROOF REPAIR PROGRAM, AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM

TASK 03-A: DAMAGE ASSESSMENT INITIAL PROJECT INTENT NOTIFICATION

The damage assessment (DA) serves critical functions in the CDBG-DR grant process. CDBG-DR DAs are very different from FEMA inspections, which can have 60 or fewer line items while CDBG-DR DAs may use up to 34,000 lines of potential damages that need repairs to bring the home to its pre-storm condition, and to meet decent, safe, and sanitary standards. IEM, the first Program Manager in the R3 Program to obtain the first Assessment Package Approval in 2019, conducts damage assessments that are HUD-compliant and include damage verification for tie-back to Hurricanes Irma and Maria. IEM Case Managers follow a standardized, documented process for DA and Initial Project Intent Notification, as detailed on the left.

PREPARATION

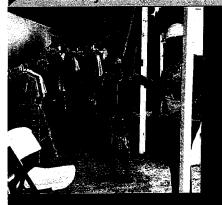
In preparation for DA, IEM will cluster the location of applications certified as eligible by the PRDOH, allowing our teams to target inspections with the greatest efficiency. We will identify GPS coordinates of the home using no less than six digits after the decimal to ensure precise locations. IEM DAs and Environmental Assessments seek to accurately address homes that may be in floodplain, landslide, and/or seismic risk zones by assessing the lot around the home for signs of potential hazards. Some of these potential hazards may include standing water, above-ground tanks, noticeable fresh soil on steep slopes, and loose soil near or around the home. We will also be testing homes to verify hazards such as lead-based and asbestos-containing materials.

IEM strives to make assignments to the inspection team within twenty-four (24) hours of receipt of eligibility notification. Once the preliminary eligibility letter is sent to the Applicant, our scheduler will call the Applicant to schedule the initial inspections. If the Applicant cannot be contacted, the attempt is documented in

The PRDOH's Grant Management System of Record, Canopy, and the procedure for no contact will be followed with several documented attempts. If the Applicant is contacted and does schedule, IEM will perform the Initial assessments within five (5) business days of the sent preliminary eligibility letter, unless other obstacles arise that would prevent the inspection from being performed. In this case, the Applicant will be contacted by IEM's scheduler to reschedule the inspection, and this will be documented in Canopy.

Our scheduling team gathers as much information as possible from homeowners. This includes collecting the specific location of the property (directions if needed), COVID-19 safety concerns, and any specifics the Applicant wants to discuss. We also inform the Applicant that if s/he has someone make decisions for them with a power of attorney, or have a communication designee, these persons must be on site for the inspection. If the correct representative is not on site when the inspector arrives, the inspection is canceled,

TASK 03-A: Property Risk Assessments & Initial Project Intent Notification



What's next for Evangelina?

Initial Site Inspectors arrive at Evangelina's home within five days of the Preliminary Eligibility Letter. The Inspectors conduct a Damage Assessment, an appraisal of the property, and the environmental review record.

The DAMAGE ASSESSOR examines the home, room by room, to document, photograph and record all the damage in the home, verifying each room from ceiling to floor and all spaces in between.

The ARRALISER will also tour the premises to gather all data needed to properly assess the property's current market value.

The ECONECISION ENTRY SYSTEM SWIll take samples of the paint on the walls, tiles and roof insulators in order to test for Lead Based Paint and Asbestos.

Once the inspection is complete, the Initial Site Inspections team submits the reports to determine a Project Intent.

KEY FEATURES OF IFM APPROACH

IEM's experience preparing for the scheduling and inspection of the damage assessments.

IEM's experience in conducting thorough damage assessments.

IEM puts the highest standard of quality on the forefront of our project to exceed our clients' expectations.

> Damage Assessments Completed for R3 Program

> > Damage Assessments Completed for Restore Louisiana

Damage Assessments Completed for Rebuild Florida and the scheduler will call to set another date and time for the appointment to occur with the correct personnel. This attempt will be logged in Canopy.

DAMAGE ASSESSMENT

IEM's DA inspection results in the quantification and documentation of two (2) distinct actions:

- 1. The cost to repair the property ("Estimated Cost of Repairs").
- 2. The cost of repairs that have already been completed at the property ("Work in Place").

We will take measurements and document site conditions, exterior elements, and interior elements with photographs and notes. We will complete a **Field Observation Report** and **Tier II Questionnaire** based on the Applicant's interview that specifies additional information that can be used to determine specific issues or if the property is unsafe to enter. Our inspectors take the GPS location and note the condition of the property, including any substantial damages, and any observed health or safety hazards.

During the site visit, the damage assessor will comply with all R3 safety regulations. These include the use of hard hats, steel toe foot protection, reflective vest, safety glasses, gloves (when applicable), respirator mask, R3 program ID badges, and any other PPE that may be deemed necessary at the time of the inspection. Upon completion of the site visit, the damage assessor logs that the inspection has been completed in the PRDOH's system of record.

If the home was deemed unsafe to enter, then photos will be taken to show the unsafe condition as best as possible. Areas that are deemed safe will be photographed and added to the Field Observation Report as required in current guidelines. The Field Observation Report will then be completed as accurately as possible given the circumstances and submitted as an "unsafe to enter" file in the PRDOH's system of record.

DAMAGE ASSESSMENT REPORT

IEM will provide a detailed report on the storm-damaged site condition of the home, a value of repairs completed, and a value of damages identified during the damage assessment. These reports are generated using the program-specified pricelist, along with the program-provided opening statement that summarizes the site visit. IEM also uploads the Initial Site Assessment PDF reports, the Xactimate ESX, and the Field Observation Report to each Applicant's file in the PRDOH System of Record upon the completion of the estimate writing process. IEM understands the forty-five (45) day deadline to complete the task of getting the DA and Environmental Reports approved, but we are confident that we can greatly reduce that time for DAs once awarded this contract. IEM staff has been able to complete the DA task within five (5) business days during the R3 program and will continue to strive to meet that expectation. The Damage

EXAMPLE OF COMMON PROPERTY DAMAGE



Some of the reoccurring substantial damages that we evaluate include roofing. The most common types of roofs in Puerto Rico are Metal and Concrete. Both present different challenges, but the common goal is to replace them in a cost-effective manner that is safe for applicant to use.

Metal roofs may leak, have insect damage to trusses, may not be securely tied down, or may not be up to code. Concrete roofs may leak due to puddling water, which can also lead to internal issues such as corrosion of rebar and surrounding concrete.

In these cases where the risks are great, IEM's goal is to produce a cost-effective approach that puts the applicant's safety first.

DELIVERABLES

A detailed report on the damaged site condition of the home, a value of repairs completed, and a value of damages identified

Updates to the PRDOH system of record every step of the way

Once the project intent is selected, IEM takes any Work in Place that the Damage Assessor recorded or third-party evidence and adjust the Duplication of Benefits

IEM ensures that the applicant is notified of any remaining funds needed to close out the DOB prior to moving forward to Award and construction

A copy of the scope of work will be explained in detail to the applicant

Assessment Reports will be reviewed by IEM's Quality Control Team to verify that all reports meet the PRDOH guidelines and expectations. Once the reports are reviewed by all Quality Control parties, IEM's engineer will review and approve the DA. The licensed engineer will stamp the report with their license credentials and an engineering stamp from Colegio De Ingerieros Y Agrimensores De Puerto Rico. Once this process is complete the Applicant may move into construction, given all other program criteria have been met.

ENVIRONMENTAL DESKTOP REVIEW

After the initial assessments are complete, IEM will conduct an Environmental Desktop Review to ascertain any known issues that may affect the project intent of the property. IEM will review the file to see if flood zones, coastal zones, landslide risk, the year the structure was built, toxic or hazardous materials, historical districts, and any other issues that may exist, which could result in a change of project intent. IEM understands the importance of mitigating project intent changes during the scoping and construction phases.

INITIAL PROJECT INTENT DETERMINATION

During the project intent determination phase, if a home is found to be in a floodplain, IEM will schedule an appraisal of the property to enforce determinations based on substantial improvements. IEM will conduct elevation surveys when it may be a feasible option to elevate the home located in the floodplain, as well as any additional tests or surveys needed to verify that the property can be repaired or rebuilt. Once all needed tests are acquired, IEM will review the project intent based on the results and estimated cost of the project. This will lead to the most cost-effective project intent selected.

PRE-AWARD DUPLICATION OF BENEFIT ANALYSIS

Once the initial assessments are submitted and the project intent is selected, then IEM will take any Work in Place that the Damage Assessor recorded or third-party evidence and adjust the Duplication of Benefits that the Applicant may have. Thus, ensuring the Applicant can move forward into scoping and ultimately the award phase of the programs.

INITIAL REPAIR/RETROFIT OR RECONSTRUCTION SCOPE OF WORK DEVELOPMENT

After any existing DOB has been offset the file will move forward to the Construction Phase and IEM will assign a construction manager. A site walk will be scheduled with the Applicant and the assigned construction manager to conduct a walkthrough to develop a more accurate scope of work needed to

TIMELINE OF ACTIVITIES



IEM strives to assign the inspection team within 24 hours of receipt of eligibility notification



Our scheduler calls the applicant to schedule the initial inspections once the preliminary eligibility letter is sent



If the applicant is contacted and does schedule, IEM will perform the Initial assessments within 5 business days of the preliminary eligibility letter being sent

If the inspection cannot be performed, the applicant will be contacted by IEM's scheduler to reschedule and PRDOH's system of record will be documented

IEM understands that we have 45 days to get approval of the Damage Assessment and Environmental Reports, but we are confident that we can greatly reduce that time for Damage Assessments

In experience with the R3 program, the DA task has been completed within 5 business days and will continue to strive to meet this timeline.

QA/QC METHODS

Our damage assessors complete this form as well as the Tier II Questionnaire at the time of the inspection. This will be based off the applicant's interview that specifies additional information that can be used to determine specific issues or if the property is unsafe to enter.

The Damage Assessment reports are reviewed by IEM's Quality Control team to verify that all reports meet PRDOH guidelines and expectations. Then, IEM's engineers will review and approve the Damage Assessment. The licensed engineer will stamp the report with their license credentials and an engineering stamp from the Puerto Rico College of Engineers and Surveyors.

After the initial assessments are complete, an environmental desktop review is performed to identify any known issues that may affect the project intent of the property. If issues are found, once all tests needed are evaluated, IEM select the most cost-effective project intent.

proceed with the recommended project intent. If a situation arises where the project intent is unfeasible, then a new project intent can be selected.

Once the site visit is complete, an initial scope of work will be written and submitted by the construction manager for IEM's review. IEM maintains a consistent review of the submitted files and always ensures compliance with program guidelines. In areas where the guidelines may not always be applicable, IEM has maintained great communication with the PRDOH to resolve the issue in the best interests of the program and Applicant. We understand that the scope of work is a continuation of the initial assessments and, therefore, should follow the same procedures when writing the scope. Some of these procedures include detailed notes explaining calculations and the need for work, clear and precise photos of the damages, program issued pricing, coverages, and DOB offsets in the form of scope reductions. This along with any environmental data, surveys, structural data, and substantial improvements are all evaluated by IEM's Quality Control Team to ensure a scope of work is delivered to program standards. IEM puts the highest standard of quality at the forefront of our project to secure our client's expectations.

PRE-AWARD SCOPE OF WORK NOTIFICATION AND APPLICANT ACCEPTANCE

Once the preliminary scope of work is approved by IEM, we will then contact the Applicant and present them with the Pre-Award Notice and Preliminary Scope of Work Acceptance Form. This will include a copy of the scope of work and will be explained in detail to the Applicant. Also, if there is still a duplication of benefits after any work in place and/or scope reduction is applied, IEM will notify the Applicant of any remaining funds needed to close out the DOB. IEM will then follow up with the Applicant to obtain their determination on the scope of work and project intent acceptance. If accepted, the Applicant will move forward to Award and Construction.

QA / QC METHODS

(I SYMAL REPAIR/RETROFIT DR RECOS SYRUCTION SODRE DR COORS DEVELORISTY

Once the file moves forward to the construction phase, IEM assigns a construction manager and schedules a site walk. IEM maintains a consistent review of the submitted files from the construction managers and always ensures the program guidelines are followed.

PRE-KINARD ECOPE OF THORM NOTHE CAMEDIANS APPLICANT ACCEPTAGECE PRESS

Once the preliminary scope of work is approved, IEM contacts the applicant and presents them with the notice and form.

EXAMPLE OF DAMAGE MITIGATION



Some exacerbated damages common in mitigation efforts include leaking roofs or obvious holes in exterior walls. Leaks are very important at mitigating damages because as moisture penetrates materials, they can cause more damage over time.

Concrete structures are very common in Puerto Rico, and the strength of these structures typically relies on rebar. If the rebar sees excessive amounts of moisture, it can fail and cause weak spots in the structure. These spots can lead to major damages during future storms.

By seeking out these damages now and repairing them, we will reduce the amount of damages that homes can sustain during natural events.

TASK 03-B: PROPERTY RISK ASSESSMENTS & INITIAL PROJECT INTENT NOTIFICATION

Mitigation is key to many potential issues. IEM recognizes that in disaster recovery, mitigation can be the difference between economic hardships, quality of life, and life itself. By ensuring the best mitigation techniques are practiced, we can greatly reduce the level of disaster as seen by Hurricanes Maria and Irma. The concept of resiliency is something that not only IEM believes in, but HUD as well. Natural disasters are inevitable, and the best current way to combat them is a stronger and safer infrastructure that can withstand them.

PREPARATION

In preparation for the Property Risk Assessment, IEM will cluster the location of applications certified as eligible by the PRDOH, allowing our teams to target inspections with the greatest efficiency. We will identify GPS coordinates of the home using no less than six digits after the decimal to ensure precise locations. IEM Risk Assessors and Environmental Specialists will attempt to accurately address homes that may be in a floodplain, landslide, or seismic risk zones by assessing the lot around the home for signs of these potential hazards, as well as testing homes to determine the possible existence of hazards such as lead-based and asbestos-containing materials.

Our scheduler will call the Applicant to schedule the initial inspections. If the Applicant cannot be contacted, the attempt is documented in Canopy and the procedure for no contact will be followed with several documented attempts. If the Applicant is contacted and does schedule, IEM will perform the Property Risk Assessment, unless other obstacles arise that prevent the inspection from being performed. In this case, the Applicant will be contacted by IEM's scheduler to reschedule the inspection which will be documented in Canopy.

Our scheduling team gathers as much information as possible from homeowners. This includes collecting specific location of the property (directions if needed), COVID-19 safety concerns, and any specifics the Applicant wants to discuss. We also inform the Applicant that, if s/he has someone make decisions for them with a Power of Attorney, or have a communication designee, these people must be on site for the inspection.

PROPERTY RISK ASSESSMENT

IEM understands that the Property Risk Assessment process is very similar to the R3 damage assessments. However, it does have several differences, the main one being that the property does not have to tie back

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



What's next for Evangelina?

If it were determined that Evangelina's property did not have any unmet damage from hurricanes Irma and María, then the Initial Site Inspections team would conduct a risk assessment of the property to determine what conditions make the property vulnerable for a future potential natural disaster.

DELIVERABLES

A detailed report on the damaged site condition of the home, value of repairs completed, and a value of damages identified during the Property Risk Assessment. These reports are generated using the program specified pricelist. Detailed photos will be included with stamped time, date, and GPS coordinates.

PRDOH's system of record will be updated every step of the way.

Once the project intent is selected. IEM will then take any Work in Place that the Assessor recorded or third-party evidence and adjust the Duplication of Benefits that the applicant may have.

IEM will upload the Initial Site
Assessment PDF reports, the
Xactimate ESX. and the Field
Observation Report to each
applicant's file in the PRDOH
System of Record upon completion
of the estimate writing process.

After the engineer stamp is complete, the file will be reuploaded into the PRDOH system of record.

to storm damage. IEM will use its field expertise to conduct the Property Risk Assessment Field Observation, which consists of obtaining detailed narratives and photos showing the vulnerability of the site and existing structure. IEM will notate several details about the site including but not limited to; Structure type, mitigation risk, landslide, site accessibility, flood zone data, infrastructure connectivity, and any other data or evidence that could pose a risk to the construction and/or health and safety of the Applicant. IEM's main objective is to tell the most detailed story possible of the site's vulnerability to future disasters.

Our experienced team will navigate and document in detail all exterior and interior conditions of the dwelling. We will measure all available rooms and spaces, along with documenting material types and materials needed. We will also document any work that the Applicant has completed on the home that can be put toward the Applicant's DOB, if existing. IEM will document any exacerbated damages that still exist and could be a risk to the Applicants' health and safety.

While on-site conducting our Property Risk Assessment and Tier II Evaluation, we will present the Applicant with the Program Issued Accommodation and Modification Request to ensure that all Applicants in need can have their home modified in the manner that best suits them and complies with guidelines. IEM will also record whether tenants or multiple Applicants are living on the property and are eligible for Uniform Relocation Assistance.

During the site visit, the assessor will comply with all program safety regulations. These include the use of hard hats, steel toe foot protection, reflective vest, safety glasses, gloves (when applicable), respirator mask, R3 program ID badges, and any other PPE that may be deemed necessary at the time of the inspection.

ENVIRONMENTAL DESKTOP REVIEW

After the initial assessments are complete, IEM will conduct an Environmental desktop review to see if there are any known issues that may affect the project intent of the property. IEM will review the file to see if the property is affected by flood zones, coastal zones, landslide risk. We will also look at the year the structure was built, any toxic or hazardous materials, and any historical implications to the property. IEM understands the importance of mitigating project intent changes during the scoping and construction phases.

During the project intent determination phase, if a home is found to be in a floodplain, IEM will schedule an appraisal of the property to enforce determinations based on substantial improvements. IEM will conduct elevation surveys when it may be a feasible option to elevate the home located in the floodplain, as well as any additional tests or surveys needed to verify that the property can be repaired or rebuilt. Once all tests

A FOCUS TOWARDS RESILIENCY & MITIGATION

IEM recognizes that in disaster recovery, adequate mitigation can drastically reduce economic hardships, improve quality of life, and literally save lives. By ensuring the best mitigation techniques are practiced, we can greatly reduce the level of future disasters.

The concept of resiliency is something that not only IEM believes in, but HUD as well. Natural Disasters are inevitable, and the best current way to combat them is by building a stronger and safer infrastructure that can withstand them.

IEM's main objective is to tell the most detailed story of the site's vulnerability to construction and future disasters.

IEM will document any exacerbated damages that still exist and could be a risk to the applicant's health and safety.

QA / QC APPROACH

While on site conducting our Property Risk Assessment and Tier II Evaluation, we will present the applicant with the Program issues Accommodation and Modification Request to ensure that all applicants in need can have their home modified so it better suits them. IEIA will also record if tenants or multiple applicants living on the same property are eligible for Uniform Relocation Assistance.

N. PROPERTY RICK ASSESSINENT REPORT.

The Property Risk Assessment reports will be reviewed by IEM's Quality Control team to verify that they meet PRDOH guidelines and expectations. Once the reports are reviewed by all Quality Control parties. IEM's engineer will review and approve the Property Risk Assessment. The licensed engineer will stamp the report with their license credentials and an engineering stamp from the Puerto Rico College of Engineers and Surveyors.

Z. EN PRONCENTAL DESMICOR RELIGIOS

After the initial assessments are complete, an environmental desktop review will be performed to see if there are any known issues that may affect the project intent of the property. Any of these issues (flood zones, coastal zones, landslide risk, year the structure was built, toxic or hazardous materials, and historical districts) could result in a change of project intent and IEIA understands the importance of mitigating project intent changes during the scoping and construction phases. If issues are found, once all tests needed are acquired, IEIA will review the project intent based on the results and estimated cost of the project. This will lead to the most cost-effective project intent selected.

needed are acquired, IEM will review the project intent based on the results and estimated cost of the project. This will lead to the most cost-effective project intent selected.

Once the initial assessments are submitted and the project intent is selected, then IEM will take any Work in Place that the Damage Assessor recorded or third-party evidence and adjust the Duplication of Benefits that the Applicant may have.

PROPERTY RISK ASSESSMENT

IEM will provide a detailed report of the damaged site condition of the home, a value of repairs completed, and a value of damages identified during the Property Risk Assessment. These reports are generated using the program-specified pricelist. Detailed photos will be included with stamped time, date, and GPS coordinates. The Property Risk Assessment will include the initial project intent as well. IEM also uploads the Initial Site Assessment PDF reports, the Xactimate ESX, and the Field Observation Report to each Applicant's file in the PRDOH System of Record upon completion of the estimate writing process. IEM understands that we have forty-five (45) days to complete the task of getting the Property Risk Assessment and Environmental Reports approved, however, based on our experience, we are confident that we can greatly reduce this time. The Property Risk Assessment reports will be reviewed by IEM's Quality Control Team to verify that all reports meet the PRDOH guidelines and expectations. Once the reports are reviewed by all Quality Control parties, IEM's engineer will review and approve the Property Risk Assessment. The licensed engineer will stamp the report with their license credentials and engineering stamp from Puerto Rico's College of Engineers and Surveyors. After the engineer's stamp is complete, the file will be reuploaded into the Grant Management System of Record.

TIMEFRAME

IEM understands that we have 45 days to complete the task of getting the Property Risk Assessment and Environmental Reports approved, but our experience tells us that we will be able to complete these in a reduced time frame.

In experience with the R3 Program, the DA task has been completed within 5 business days and will continue to strive to meet this timeline.

Project Intent and Scopes of Work Completed for Tables in University

Project Intents/ Scope of Works

Engineering Designs, and

Structural Reports for

TASK 05-A: Environmental Review Records (Tier II)



What's name for Evangelina?

The Program completes the Environmental Review Record and Tier-2 package. This includes verifying compliance with all environmental requirements for federal housing programs, obtaining results for lead based paint and asbestos tests, referring the case to the State Historic Preservation Office for assessment of the property's and site's historical value, among other activities.

During this time, Evangelina will receive periodic updates from her Case Manager on the progress of her Application.

TASK 04: ENVIRONMENTAL REVIEWS RECORDS (TIER II)

IEM uses a collaborative and process-driven procedure to manage, control, and supervise all contract activities. Our team consists of project and task managers who develop program tracking indicators, mobilize resources for individual assignments, and implement standardized protocols for reviews. IEM has developed and refined our team management techniques based on our experience performing over 20,000 environmental reviews and assessments across Puerto Rico and the rest of the nation after Hurricanes Katrina, Harvey, Matthew, Maria, Irma, Gustav, and Isaac, as well as the Great Floods of 2016 in Louisiana.

PREPARATION

Team IEM is composed of IEM's own in-house environmental scientists and veteran HUD CDBG-DR Housing NEPA reviewers, as well as seasoned professionals from Arcadis Caribe. The engine behind our environmental work is the personnel performing environmental site assessments and analyzing site-specific conditions to generate environmental review documentation. Our staffing plan can increase or decrease based on the PRDOH's needs. With the combination of on-site technical staff and management and a network of environmental professionals and subject matter experts, IEM offers unparalleled service, experience, and cost-effective solutions to meet the PRDOH's request.

To accomplish the PRDOH's mission, IEM has assembled a project team of qualified professionals from its local offices, including support from resources with national reach consisting of Professional Engineers (PEs), Professional Geologists (PG), asbestos and lead-based paint professionals registered with the Puerto Rico Environmental Quality Board environmental scientists, local attorneys, and other technical (i.e., Wetland Experts, Architectural Historians, etc.) support staff.

The IEM Team will function as an extension of the PRDOH's staff, and our teaming approach emphasizes excellent oral and written communications. This approach ensures that all stakeholders remain well informed and up to date on project status, risks, and accomplishments.

ENVIRONMENTAL SURVEYS, ASSESSMENTS, AND ENVIRONMENTAL REVIEW RECORD

The organization and process for conducting site-specific (Tier II) reviews differs from other levels of environmental review because a higher level of review (a Tier 1) has already been completed, leaving only specific hazards or conditions to be checked on a unit-by-unit basis. Our process is so efficient that we have completed Tier II environmental review records in less than a business week from the time of assignment if basic information is provided. For example, in 2019, IEM routinely completed at least 2,000 Tier II reviews per week, with submission to our state partner (this excludes Tier IIs where an outside agency must consult

IEM EXPERIENCE

Tier 2 Reviews Coordinated for R3 Program

Tier 2 Reviews Completed for Rebuild Florida

Tier 2 Reviews Completed for Restore Louisiana

Tier 2 Reviews Completed for Texas GLO HAP

CONDUCTING A TIER II ENVIRONMENTAL REVIEW

- 1. Conduct an environmental site assessment and collection of coordinates.
- 2. Complete an Environmental Field Observation Report.
- 3. Perform a year built analysis to determine if the structure is older than 45 years of age.
- 4. Prepare site figures and/or maps.
- 5. Perform a record review to identify broader and recognized environmental conditions.
- 6. Review the Programmatic Agreement (PA). If PA allowances are not applicable, IEM will submit the case for SHPO hold for Architectural evaluation (i.e. case is a repair with structure older than 45 years). IEM will complete the architectural SHPO Form (if applicable, meaning structures >45 years).
- 7. After case intent is assigned, IEM determines if an archaeological evaluation is necessary based on its intent (i.e. reconstruction and/or relocation). The archaeological process

but does shorten the overall review period). For those sites where outside coordination is necessary because of a site-specific condition, such as architectural history coordination with the State Historic Preservation Office (SHPO), our total turnaround timeframe will be dictated by the length of the outside agency review process.

An expediting step that the IEM Team proposes based on its experience with the R3 program is the collection of environmental site-specific data through streamlined data verification trips. These data verification trips can be combined with other program activities, such as damage assessment, when feasible and obtaining the site-specific field observations necessary to complete the site evaluation. Depending on the outcome of the data verification step, we may require a more specialized environmental scientist, such as a wetland biologist or archaeologist, to perform a further examination of the property.

As a result of the environmental review process, an Applicant's property may "fail" environmental review. This would mean that without further mitigation, the property would be ineligible to receive federal funding, particularly CDBG-DR funding. However, there are some environmental conditions related to property that may not be overcome and this would make the property, and therefore the Applicant, ineligible to participate in the program.

Other mitigation requirements such as elevation of the structure, obtaining flood insurance, the need for delineations or permits, or Section 106-driven changes to the house plans may result in the property owner electing to drop out of the program. We will work with the PRDOH to have these types of constraints clearly laid out for understanding by the Applicant so that each Applicant can make informed decisions regarding grants and his or her participation.

The Tier II product that the IEM Team prepares, the deliverable, will be consistent with the template provided in the associated Tier 1 review. As required by the RFP, the Tier II's will be delivered within ten (10) business days of the Tier II site visit assuming all required information, inspection reports, and project intent have been received with no delays.

CONDUCTING A TIER II ENVIRONMENTAL REVIEW

its intent (i.e. reconstruction and/or relocation). The archaeological process includes the development of Area of Potential Effect Figure/Map (APE) and submittal of package to SHPO for evaluation (either Archaeological review or both archaeological and architectural review). Soon after SHPO response is received for each case, IEM will submit a Tier II Package to PRDOH review and approval.

- 8. If, after case intent is assigned, IEM determines that PA allowances are applicable, the Tier II environmental checklist will be completed and submitted and submit for PRDOH approval;
- 9. In some cases, completion of Tier II checklist may require determinations requiring special assessment and/ or additional evaluation (i.e. Wetland Assessment, Landslide Risk Evaluation). IEM will work with PRDOH to communicate these additional requirements, studies, reviews and/or assessment needs and will complete the required assessments in a timely manner to be included as needed in the Tier II review.



Repair/Retrofit or Reconstruction
Award Coordination



Vihat's next for Evangelina!

Each Project Intent is first confirmed by the Construction Manager at a site visit.

Then, Evangelina's journey depends on the outcome of the Project Intent.

Project Intent of a Repair: The Construction Manager will conduct a site walk to confirm the Project Intent and develop the scope of work for the repairs.

Project Intent of a Reconstruction: While onsite, The Construction Manager will survey the site to determine if the lot has sufficient space for the new home and septic system (if needed), if there are any site preparations works needed, or if there are any potential risks (safety or otherwise) for a potential construction.

Following the visit, the Construction and Program Manager conduct a Quality Control check of the scope of work. Then the scope is explained to Evangelina for acceptance. Once accepted, the Construction Manager receives a task order to complete any pre-construction tasks, which may include site surveys, soil studies, designs, permitting issues, etc.

Her journey continues...

TASK 05-A: REPAIR OR RECONSTRUCTION AWARD COORDINATION

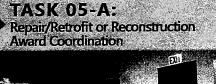
During the award coordination phase, the Applicant will accept the scope of work before signing the award for repair/retrofit or reconstruction to ensure correct award type determination, avoid the award flipped after the Applicant signed for the award, and the Applicant appealing scope of work or award type. This avoids delaying the project's progression along the Program continuum. To accomplish this, the Program Manager shall proceed with the initial, preliminary scoping of the application with the support of the Construction Managers (CMs). After the preliminary scope of work is complete, the Program Manager shall notify the Applicant of the scope of work determination for the Applicant acceptance of the scoping of work before proceeding.

Direct and frequent coordination with homeowners is critical for homeowners' understanding of the award determination process. Setting expectations, and explaining outcomes and obligations is crucial when we are facilitating homeowner acceptance of awards. Using tools such as our Homeowner's Process Map, the award determination tables, and construction scope of work, a clear explanation will be communicated to each homeowner regarding their status in the process, which steps have been completed, and what the next required steps will be.

After the Applicant accepts a repair/retrofit, reconstruction, or elevated reconstruction scope of work, the Program Manager, with the support of the Program's CMs, shall proceed with the design, permitting, environmental review, and DOB funds subrogation processes, as applicable. In addition, as the Program Manager, IEM will organize, coordinate, control, and manage the design and permitting process performed by the CMs. This can include Pre-Construction Management and Coordination, DOB and Subrogation, Repair/Retrofit or Reconstruction Award Execution, URA, Homeowner Moveout Coordination, and Notice to Proceed (NTP) With Construction Works.

PRE-CONSTRUCTION MANAGEMENT AND COORDINATION

Our Program Manager will organize, coordinate, control, and manage the design and permitting process to be performed by our CMs. Our team will issue a Task Order for pre-construction works to the CM, supervise the design process and ensure that our drawings and specifications are completed within the allotted timeframes. Our team uses interactive review cycles with the CM to perform QA/QC activities, verify that drawings and specifications are consistent with the Scope of Work, and consider household needs, any requirements or conditions imposed by regulatory agencies; determinations of damage, and risk mitigation identified in the Damage and Risk Assessments; and all environmental data available to date, including determinations of a floodplain, elevation, landslide risk, and historic property, as well as any environmental





What's next for Evangelina?

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Following the completion of the Pre-Construction tasks, Evangelina is scheduled for an Award Coordination Meeting with her Case Manager in order to sign the Grant Agreement for the corresponding award type.

After the meeting, Evangelina will prepare for her move-out of the property in preparation for the commencement of the Construction Works. If needed, Evangelina could receive rental assistance for the time she will be out of her home during construction.

FEATURES

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Over 3 decades of disaster rebuilding, top PM for R3 in Puerto Rico

Clear status and step by step with our Applicant

Applicants are kept informed of progress step by step

Before an Award is signed:

- Scope of work discussion

Orientation of the Grant Agreement process and terms and conditions, move out and URA mitigation requirements of the application's environmental review. Our team also verifies that the plans consider (1) any needed lead-based paint and asbestos abatement work identified through lead-based paint and asbestos inspections and surveys, and (2) any feasible scope reductions to address all or some DOB of the application. We ensure that these represent a feasible and reasonable project under the specific circumstances of the application and the project site as well as address any other pertinent considerations related to the specific circumstances of the application. Throughout this process, our team uses our consistent communications approach with Applicants to coordinate stylistic options available.

Our PM will ensure that the CM obtains all permits and endorsements needed for the project, as well as any other required per applicable laws, regulations, policies, and procedures. We ensure that CMs submit and obtain all required permits for the project in a timely manner. In addition, our PM reviews all Scope Changes weekly, following the process detailed in **Figure X**, checking for consistency with the Scope of Work, construction drawings, and specifications. We review Scope changes to meet reasonable expectations for cost, ensure they are reasonably understood, are feasible, and address any DOB. When appropriate, the PM will request and provide a Letter of Map Amendment (LOMA).

DUPLICATION OF BENEFITS (DOB) SUBROGATION

In addition to accepting the scope of work before the signing for the Program's award and after calculating the total need, IEM will then perform the DOB analysis by using our codified SOP, Final Duplication of Benefits Review SOP, that combines the total amounts of other housing recovery assistance received from other sources (FEMA, SBA, NFIP, ICC, private insurance, philanthropic organizations). Prior to deducting the DOB amount from the Applicant's total need assessment, our team will verify any DOB offsets for which the Applicant may qualify if the Applicant used previous funding on allowable activities. Information gathered from the Damage Assessment performed regarding repair works performed by the Applicant (Work-In-Place, WIP), as well as receipts and other evidence to offset benefits through allowable methods as defined by the Program, such as Interim Housing, Shelter in Place, or other special circumstance. This way, we are confident that only the required DOB amount is deducted from the ultimate award, thus maximizing each homeowner's benefit. In cases where funds will be required from the Applicant to eliminate any Duplication of Benefits Gap, IEM will formally notify the Applicant of the required funds. When funds are provided to the Program, IEM will coordinate with the PRDOH to ensure that the funds are processed in an expedited and timely manner.

During the benefit determination stage, IEM will also perform a feasibility analysis to assess whether the benefit construction activity will be rehabilitation, reconstruction, or relocation. Our feasibility analysis will

TASK 05-A **DELIVERABLES**

IEM issues Task Order to the Construction Manager

Applicant signs the grant agreement with PRDOH and construction agreement with the Construction Manager

Construction receives the construction permit

Eligible applicant receives temporary relocation assistance with moveout of the damaged property, as required by the Construction Manager

Eligible tenants residing in the damaged property will received temporary or permanent relocation assistance with moveout of the damaged property, as required by the Construction Manager

Notify the applicant of the preconstruction process completion and the Program(s) intention to proceed with execution of a repair/retrofit or reconstruction grant agreement.

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.

Inform the applicant on the terms and conditions of the award, as well as on the work to be performed.

Internally evaluate the correctness, completeness, and accuracy of the grant agreement before it is submitted to the PRDOH.

Submit the grant agreement executed by the applicant to the PRDOH for their approval and execution.

be consistent with the PRDOH-prescribed methodology and will include considerations such as the location of the home in a high hazard area, local jurisdiction requirements, cost reasonableness, and costeffectiveness standards, or site conditions requiring one construction method over another.

IEM's benefit determination and verification processes require the input of the outstanding award variables such as scope estimated price, mitigation measure costs, and DOB totals to yield projected environmental mitigation costs such as elevation, special site conditions, State Historic Preservation Office (SHPO) requirements, lead, asbestos, radon, and mold mitigation scope with cost are added to the base damage assessment amount. This results in the determination of Applicant need in total.

REPAIR/RETROFIT OR RECONSTRUCTION AWARD EXECUTION

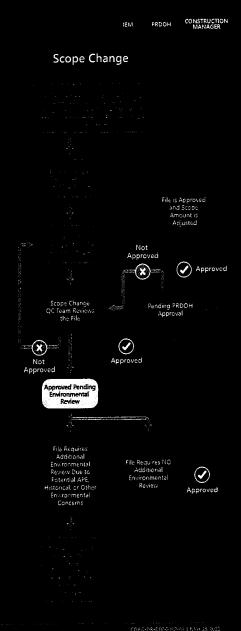
After finalizing the project drawings and specifications, the site-specific environmental review, obtaining all necessary permits, and having a final cost of the Scope of Work; then IEM will coordinate the execution of a grant agreement with the Applicant. To accomplish award signing, our PM follows the 4 step process listed on the left.

As a best practice, IEM will assure that the award letter includes clear and concise information about the appeal process. This is based on our current experience, which has led us to sign 2,005 repair and reconstruction grant agreements signed to date. Our staff will facilitate consultation meetings with homeowners who seek to gain a better understanding of the award determination or who wish to appeal.

In addition, IEM staff will verify the Applicant's understanding of the scope of work (benefits to be received) and upon their consent to proceed, we will coordinate the construction start date with the Construction Manager and Applicant relocation during construction, regarding Optional Relocation Assistance (ORA), if needed. IEM will perform a Quality Control Review of the award coordination documents signed by the Applicant prior to sending them to the PRDOH for approval and the corresponding execution. For those occupants who require temporary relocation assistance and for which the applicability of the URA is triggered, IEM will comply with the PRDOH policies in support of URA objectives and requirements.

UNIFORM RELOCATION ASSISTANCE FOR TENANTS (URA)

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 Collection; 2) Eligibility Calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.



QUALITY ASSURANCE/ OUALITY CONTROL

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Consistency with all program aspects (Scope of work, regulatory agencies, unit size and ADA requirements approved)

Consideration all assessments required

Duplication of benefits

Abatement

Review Scope changes as rigorously as the scope of Work

Determination of DOB offsets and work in place, remaining gaps

Review and evaluate any offsets presented by the Applicant

For properties that have confirmed tenant-occupied residential units, in addition to the Applicant's residential unit, and where tenants' moveout is required for the implementation of the Scope of Work; the Program Manager will evaluate the eligibility of any and all tenant households occupying residential units in the Applicant's property, and issue pertinent URA notices to the Applicant and tenants in compliance with the PRDOH's policies and procedures. IEM will present tenant households with viable comparable units for temporary or permanent relocation assistance and evaluate the suitability of relocation residential units selected by tenant households for their temporary or permanent relocation. We will control, coordinate, manage, and confirm tenant households move out to a temporary or permanent relocation property.

NOTICE TO PROCEED (NTP) WITH CONSTRUCTION WORKS

When completion of design, permitting, environmental, award, and homeowner and tenant moveout, as required, IEM's Program Manager issues the Notice to Proceed (NTP) with construction to the assigned CM. The NTP represents 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. IEM will review subcontractor assignments by the CM for the application and ensure that all subcontractors assigned are approved by the Program(s) and not under any suspension or denial of participation for the Program(s). Our PM will also ensure that the 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 as well as review and resolve any other conditions necessary for the NTP to be issued to the CM.

HOMEOWNER MOVEOUT COORDINATION

Moving is never easy and IEM understands it can be a stressful event for applicants.

If it is determined that the Applicant must vacate the property, IEM's PM will coordinate, and manage the applicant's move out prior to construction works beginning.

IEM schedules a move out date with the applicant at the time of the grant agreement execution meeting, usually within one to two months of signing based of the applicant's needs.

IEM also coordinates with the applicant, the CM, and PRDOH on any Optional Relocation Assistance. The amount of assistance is included as a Scope Change.

The IEM team follow-ups with the applicant on the scheduled move out date and provides reasonable time extension for the move out date when justified.

IEM confirms the household is vacant before proceeding with construction.

KEY FEATURES OF IEM APPROACH

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- Over 740 Relocation Vouchers issued in the R3 Program (most among all PMs)
- Over 30 Real Estate Closings completed (most among all PMs)
- Over 200 HQS Inspections and Appraisals of Relocation properties performed in the R3 Program

Ability to conduct meetings with Applicants and/or Sellers through multiple methods

Ability to surge production by shifting staff tasks

Clear lines of communication between Applicants, Sellers, and Realtors

Great professional relationship with the Housing Counseling Agencies for the R3 Program

Experienced dealing with realtors and financial institutions in preparation for the Real Estate closing events

TASK 05-B: RELOCATION AWARD COORDINATION

For eligible applications where the property is damaged beyond repair, the reconstruction award is not feasible due to site conditions, or the damaged property is in a hazard area not suitable for repair or reconstruction awards, the Project Intent will be set to Relocation. The Relocation Award aims to provide the Applicant with a decent, safe, and sanitary home (DSS) by the issuance of a Relocation Voucher to the Applicant that will allow him/her to have the purchasing power to select and acquire a replacement home from the real estate market. The value of the Relocation Voucher will be primarily determined by the composition of the Applicant's household.

IEM will build a specialized team of Case Managers and Team Leads that deal exclusively with the Relocation award. IEM, the first R3 Program Manager to issue a relocation voucher, will use its experience to train specialized staff in the same processes and methods that have allowed IEM to issue over 750 Relocation Vouchers and issue over \$122 million in relocation vouchers to date (most among all current R3 Program Managers). This team will be equipped with the necessary knowledge and experience to deal with the needs of the Applicants, Property sellers, and Realtors in Puerto Rico.

PRELIMINARY RELOCATION VOUCHER CALCULATION & VOUCHER MEETING

As the first step of processing an application through the Relocation pipeline, IEM will perform a full review of the case ensuring that the Application complies with all the Program's eligibility criteria, paying close attention to the ownership documentation and classification of the case. IEM will review the documentation to either confirm that the case is classified as Traditional given a clear title over the damaged property or confirm in Non-Traditional, that the Applicant possesses a Proprietary Interest over the damaged property.

IEM will also confirm the household composition on the Application, which is an integral factor for the determination of the amount of the Preliminary Relocation Voucher. Once all Pre-Voucher diligences have been completed, IEM will coordinate with the Applicant to conduct the Relocation Coordination Meeting. At this meeting, the Applicant will be oriented on the details of the Relocation Award, paying special attention to the factors that could change the Preliminary Relocation Voucher amount. IEM will provide Applicants with flexible options to attend this meeting (in person at an intake center, via telephone or virtual meeting, or via home visit for homebound Applicants).

VOLUNTARY ACQUISITION OFFER AND FINAL RELOCATION VOUCHER

At this time, IEM will begin to request the documentation needed to conduct the due diligence of the Applicant's damaged property, to determine if the property is acquirable by the PRDOH. IEM will request

TASK 05-B: Relocation Award Coordination

What's next for Evangelina?

Next Evangelina finds a house! To make this reality cossible. IEM supports Evangelina through the following steps:

- 1. She completes a replacement home form and submits it to the Program.
- The Relocation Case Manager will perform a preliminary review of the Application, and if approved, a Contingent Purchase Offer will be sent to the Seller of the Property. The Relocation Case Manager communications with the Seller to provide program details.
- 3. Once the Seller accepts the Contingent Purchase Offer, the Program will proceed to complete the Replacement Property Assessments, which include an HQS Inspection, Appraisal, Title Investigation and Environmental Review.
- 4. Once the Replacement Property passes the Assessments phase, the Case Manager conducts a final review of the property option, to corroborate that the sale's price corresponds to a fair market value of the property, notify the HQS and Environmental results, and verify that there are no items found in the Title Investigation that wouldn't allow the property to be acquired.
- Her case will be referred to the Relocation Closings Team who will prepare the file and work with the Legal Services Team to prepare the deeds and any other legal document needed to acquire the replacement property.
- Evangelina will be scheduled for the Real Estate Closing Event and a Case Manager will see her through her move in!

OUR APPRAISAL PARTNER

MCCLOSKEY & BONNIN VALUATION GROUP PSC

50+ years experience in real estate advisory services, including appraisals, consulting, and insurance claims adjustments

Adjustments for insurers in catastrophic events, handled over 5,000 claims related to 2017
Hurricanes and 2020 earthquakes

With 16 Licensed Residential Appraisal Associates, IEM will have the capacity to perform a high volume of appraisals to keep up with the program's pace documentation related to the title, mortgages, DOB documentation for relocation, among other materials. In addition, IEM will perform an Appraisal of the Damaged Property, a title investigation of the deed, and a mortgage and duplication of benefits assessment to determine if the Preliminary Relocation Voucher amount will change. This report will show the latest registered owner of the damaged property, mortgages, liens, easements, and other relevant details that will help make the determination if the Applicant's damaged property would be acquirable by the PRDOH.

IEM will be partnering with the appraisal firm McCloskey & Bonnin Valuation Group, PSC, which possesses over 50 years of experience in real estate advisory services, including appraisals, consulting, and insurance claims processing in Puerto Rico and the Virgin Islands. They have a proven track record of providing high-quality and on-time services for large, complex projects such as the R3 Program, as they have performed over 1600 appraisals for this Program. With 16 Licensed Residential Appraisal Associates, IEM will have the capacity to perform a high volume of appraisals to keep up with the program's pace.

Following this thorough Application Assessment, IEM will make a recommendation regarding whether the PRDOH is able to acquire the Applicant's damaged property. The process for this recommendation will be informed by generating the Voluntary Acquisition Offer (VAO) to the Applicant and making any adjustments needed to the voucher following the Duplication of Benefits and Mortgage reviews, by issuing the Final Relocation Voucher.

RELOCATION PROPERTY SEARCH AND HOUSING COUNSELING

Regarding the Applicant's Real Estate Search, IEM will refer the Applicant to the assigned Housing Counseling Agency to comply with any educational requirement established by the Program, as well as to provide guidance through the search process. During this time, IEM will maintain close communication with the Applicant to provide support and any information needed on the process to submit a Relocation Property Option.

Once a Relocation Property Option is submitted by the Applicant, IEM will ensure that the property complies with Program requirements; accommodates the Applicant's household according to the Program Guidelines, the sales price is within the final Relocation Voucher amount, the property is located outside of a hazard area, among others, informing the Applicant of the initial assessment determination. IEM will provide an orientation to the Applicant on the expectations regarding the next steps for their application which will include the Contingent Purchase Offer and Assessments processes.

TIME FRAME FOR PERFORMANCE

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For instance, while Evangelina was relocating to her new home, her old home is being assessed to determine if PRDOH can acquire the property. The information required includes but is not limited to: deed of the damaged property, title investigation, mortgage information, additional owners' consent, among other. If this review is passed and the damaged property is able to be acquired by the PRDOH, a dual real estate closing will be recommended

If the damaged property is acquired, the Program will assign a Construction Manager to complete demolition works after Evangelina has moved out

QUALITY ASSURANCE/ QUALITY CONTROL

2-tiered full review of case's eligibility criteria will be performed prior to the issuance of the Preliminary Relocation Voucher and during the preclosing phase

Review of GA and Deeds prior to submission to PRDOH for approval to ensure compliance with applicable federal, state, and local requirements

Review of all documentation related to Real Estate closing for validity, this includes (but is not limited to) certifications issued by Government Agencies and Financial Institutions

Full review of construction designs, certifications, permits, and other requirements related to the demolition of the damaged property

Full review of URA requirements for eligible displaced tenants

RELOCATION PROPERTY CONTINGENT OFFER PROCESS

Once a property passes the initial review, IEM will make a Contingent Purchase Offer to the replacement property seller. This will inform the Seller of the process that will be performed during the on-site assessment of the Relocation Property Option. If necessary, IEM will schedule a Contingent Purchase Offer Meeting with the Seller, on which the Seller will be informed of the process and time expectations of the Relocation Award. IEM will act as an intermediary between the Applicant and the Seller, maintaining both parties informed of the progress and process, and facilitating any communication between them.

RELOCATION PROPERTY ASSESSMENT

IEM will perform an Appraisal and a Housing Quality Standards (HQS) Inspection of the replacement Property, within the Contractual and Program time requirements. To perform HQS Inspections, IEM will partner with TSG, which is composed of highly experienced staff in this type of relocation program and understands that the prospective homes must meet HUD HQS, for the Program to meet its objective of providing Applicants with DSS homes.

HQS establishes minimum health and safety standards for housing that will be procured through the program. Once a replacement property enters the Assessments phase of the Relocation award process, IEM's HQS certified inspectors will schedule the inspection, along with the Appraisal of the property within seven days of the assessments being requested, favoring the "one-knock" approach, to reduce disturbances to the Replacement Property Seller/Realtor.

The HQS Inspection will be performed using the HUD Form 52580 as the main checklist. Using the PRDOH-approved HUD HQS inspection checklist, our inspectors will assess units, common areas, and exteriors to check 13 key aspects of housing quality, performance requirements, and acceptability criteria. IEM's HQS inspection will ascertain the selected property's compliance with HUD's prescribed standards. IEM's inspection report will include a copy of the completed onsite HQS inspection checklist and inspector's notes. IEM will submit each inspection report to our licensed professional engineers or architects in Puerto Rico for review and approval. Upon certification of the report, IEM will submit it to the PRDOH. IEM will also notify R3 Applicants in writing, within five (5) days of the inspection, as to the home's compliance with HQS and the inspector's findings.

In addition, IEM will coordinate a Title Investigation for the replacement property to identify the latest registered owner of the property, any mortgages, liens, easements, or any other condition that would prevent the property from being acquired by the Program (on behalf of the Applicant). IEM will also coordinate with the PRDOH to complete the Categorical Exclusion Not Subject To ("CENST") 58.5

OUR INSPECTIONS PARTNER



TSG Management Services offers disaster relief services such as inspections, reconstruction, and management of temporary housing solutions. TSG is a MBE and DBE, with locations in Puerto Rico and Louisiana

TSG has assisted in the aftermath of hurricanes such as Katrina, Ike, Harvey, Ida and in Puerto Rico with Hurricane Maria. TSG supports the R3 program in the Northwest Region

TSG is also supporting the Commonwealth of Kentucky following devastating tornadoes. TSG is performing preventive maintenance inspections, minor, major, and emergency repairs, scheduling of repairs and inspections, fumigation and pest control services, emergency entry services, septic pump out services and refill of Liquid Propane

PUERTO RICO DEPARTMENT OF HOUSING PROGRAM MANAGEMENT SERVICES FOR THE HOMEOWNER REPAIR.

Relocation Successes

- The Relocation process is long, complicated, and intimidating for Applicants but IEM is successful at getting Applicants to the finish line
 - IEM was the 1st R3 Program Manager to complete a Relocation Award Real Estate closing on May 21, 2021
- IEM and its notaries have mastered this final stage of the process, with 36 real estate closings completed to date, and \$4.6 million total expenditures in completed real estate closings. Both numbers are the highest among R3 Program Managers

Environmental Review needed to obtain environmental clearance to complete the acquisition of the replacement property.

Once all assessments have been completed, IEM will perform a final review of the Relocation Property Option in which the program will:

- Confirm that the replacement property's sales price corresponds to a fair market value, contacting
 the seller in case the sales price needs to be revised;
- Obtain the Applicant's waiver regarding HQS requirements, in case the replacement property fails
 the HQS Inspection and the home is deemed safe by the Program. Or IEM will coordinate with the
 seller of the property on the necessary repairs of the property in order to ensure HQS compliance;
- Ensure that the property is outside of any hazard zones and does not have any other unfavorable environmental conditions;
- Identify any conditions that would prevent the PRDOH acquire the replacement property on behalf
 of the Applicant.

RELOCATION PROPERTY CLOSING EVENT/APPLICANT PROPERTY CLOSING EVENT

Once the Final Review has been successfully completed, the case will enter the Relocation Property Closing phase, in which the case will be prepared for the property acquisition. The IEM Relocation Team will act as closing agents for the impending legal transaction, conducting an analysis of the documentation required for the Real Estate Closing Event. The IEM team will gather documentation regarding mortgage balance payoff (if applicable), CRIM, ASUME, Treasury Department, as well as any other documentation required by the Program or as needed to draft the potential property deeds for both the Relocation Property Option and the Damaged Property. The IEM team will maintain communication with the PRDOH to provide any needed payment information of the sellers and to coordinate the request of funds needed for the legal transactions.

IEM, the first R3 Program Manager to complete a Relocation Award Real Estate closing on May 21, 2021, will be partnering with seven (7) Attorney-Notaries lawfully authorized to perform Real Estate transactions in Puerto Rico. They will be responsible for authorizing the legal transactions during the Real Estate Closing Events. Each Attorney-Notary will have the capacity to perform 20-30 Real Estate Closings per month and will be able to provide services across Puerto Rico.

Task 05-B Deliverables

Issuance of the Preliminary Relocation Voucher and Final Relocation Voucher.

Title Investigation Report (or Updates to Title Investigation Reports) for the Damaged Property.

Appraisal Report (or Re-Appraisal Report) of the Damaged Property.

Issuance of the Voluntary Acquisition Offer (for cases where the damaged property can be acquired by the PRDOH).

Issuance of Contingent Purchase Offer of Replacement Property to Sellers.

HQS Report for the Replacement property.

Appraisal Report for the Replacement Property.

Title Investigation Report for the Replacement Property.

Deeds related to the Acquisition of the Replacement Property.

Deeds related to the transfer of the Damaged Property to PRDOH.

Grant Agreement for the Relocation Award signed by the Applicant and the PRDOH.

Issuance of Task Order and Notice to Proceed to the Construction Manager for the Demolition of the Damaged Property.

All Notifications and Requirements related to URA compliance for eligible displaced tenants.

IEM CARES ABOUT OUR APPLICANTS

Programa 73. Case nom 17149 Gladys Cucuta Sambolin El motivo de esta conta es agradecer la oportinidad que me ha

FIEM I CAPELSEC MELMES DE V

IEM and its notaries have mastered this final stage of the process, with 36 real estate closings completed to date, and \$4.6 million in total expenditures in completed real estate closings. Both numbers are the highest among R3 Program Managers.

If the Real Estate Closing Event is dual, i.e., that the Program acquires the replacement property on behalf of the Applicant and the Program acquires the Applicant's damaged property, IEM will ensure that both legal transactions are authorized in accordance with Puerto Rican law. IEM will also ensure that all documentation required to complete the legal transactions is included, valid, and verified. This includes documentation related to the CRIM, ASUME, Department of Treasury, Title Investigations, Payment/Disbursement forms, and any property mortgage document, if applicable. If the Closing Event is only for the acquisition of the Relocation Property Option, IEM will maintain communication with the Applicant to ensure that the corresponding actions to acquire the damaged property are being completed. IEM will also create and advise regarding any legal documentation or agreement needed to complete the real estate transaction. For the creation of the Relocation Grant Agreement, IEM will ensure that the calculations for the Award amount are made according to guidelines to provide the Applicant with correct information regarding their award amounts and occupancy obligations.

RELOCATION PROPERTY MOVE-IN

Following a successful acquisition of the Relocation Property Option, IEM will ensure (1) the Applicant completes the move-in process to their new property, (2) that the corresponding key turnover has occurred, and (3) the Applicant has full access to the property.

DEMOLITION SCOPE OF WORK DEVELOPMENT

Following the successful acquisition by the PRDOH of the Applicant's damaged property, IEM will begin the process of demolishing the property. IEM will assign a General Construction Manager (GCM) to oversee said demolition. IEM will coordinate with the GCM a site walk and review the proposed Scope of Work for the demolition of the property, along with any other conditions of the site. This process would be like the one performed for the demolition portion of the Reconstruction Award.

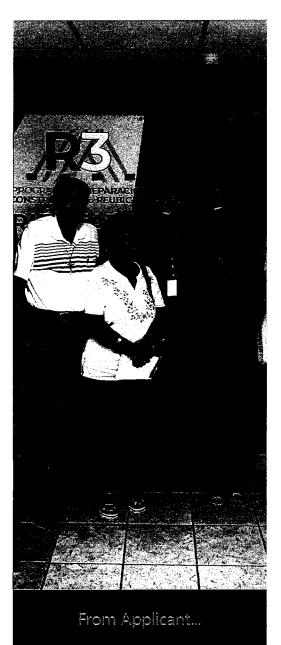
PRE-CONSTRUCTION MANAGEMENT AND COORDINATION

IEM will issue the task order to the GCM to complete all Pre-Construction tasks, which include but are not limited to, design requirements, permitting, engineering studies, abatement activities, among

IEM CARES ABOUT OUR APPLICANTS

Jo Abel R. Adina Clos 1843-1007.

Par este Comunicado quiero
Dejor que Caste que el
Programa (R3) DVPR has
Trabajado mi Casa Con macha
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agradecido. Da la Dia Lica
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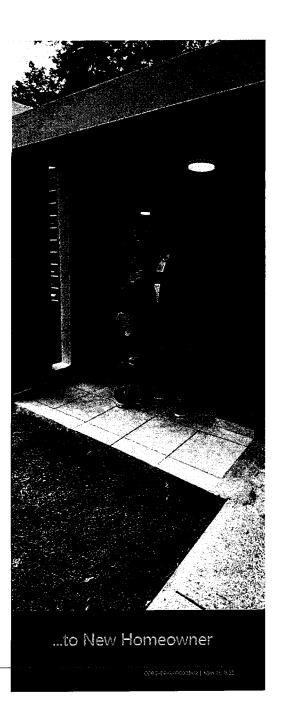
others. Once IEM has confirmed that the certifications of non-presence of Lead-Based Paint and /or Asbestos have been obtained, and that construction permits have been duly issued, IEM will proceed to certify that all Pre-construction tasks have been completed and will issue the Notice to Proceed.

UNIFORM RELOCATION ASSISTANCE FOR TENANTS

In cases where residents would need to be relocated due to Program sponsored construction activities, IEM will ensure that the requirements regarding the URA are complied with, from the issuance of the required notifications to the landlords and tenants to the disbursement of funds to eligible participants. In Relocation Awards where the PRDOH has acquired the storm-damaged property, displaced people could be eligible for assistance under the URA. IEM will assist these displaced people during the Intake and Eligibility phase of the URA Program, providing advisory services as well as assistance in the real estate search phase, providing participants with viable comparable units for temporary or permanent relocation. IEM will ensure that the comparable units for the displaced people are safe, by performing an HQS inspection on the property and relaying the results to the landlord of this property for them to take the corresponding corrective actions to meet the HUD Standards. If the displaced people are deemed eligible to receive assistance under the URA, IEM will make timely disbursements of funds once the corresponding claims have been approved by the Program.

NOTICE TO PROCEED WITH DEMOLITION WORKS

Once all Pre-Construction tasks are completed and IEM ensures compliance with all construction/demolition requirements, the Notice to Proceed will be issued, authorizing the work to be performed and providing the green light to demolish the damaged property. For this demolition portion, IEM will ensure that the Subcontractor assigned is one approved by the PRDOH, that all aspects of the Scope of Work are completed, and that all URA requirements have been completed prior to the demolition of the Damage Property now belonging to the PRDOH or the Applicant, in case of a reconstruction.



INSPECTIONS CHECKLIST

For reconstructions, we identify five (5) basic progress inspections:

Demolition and new foundation

Retaining walls (if required)

Structure completion

Substantial inspection

Final inspection

For rehabilitations, a substantial inspection is performed (if no punch list items are found by the Inspector, this is converted to a final inspection) and final inspection, unless otherwise required.

TASK 06: PROGRESS INSPECTIONS AND PAYMENT REQUESTS (BY THE PM)

As required by the Program, construction services will be provided in a manner consistent with the scope of work, program rules, guidelines, and standards, and in compliance with local, state, and federal rules. IEM is committed to ensuring program goals are met in an effective and efficient manner. Progress inspections provide the opportunity for the Program to ensure that these standards are met, expenses are eligible, and federal cost principles for reasonableness and necessity are enforced. They provide valuable insight into both individual project progress and quality. IEM will perform milestone inspections at the pre-determined intervals set by the PRDOH, within 3 days of approving the pre-inspection package. As required by Puerto Rico's Office of Management and Permits (OGPe), the local permitting regulatory agency, Puerto Rico licensed architects or professional engineers will perform all IEM milestone inspections and certifications.

COORDINATION OF PROGRESS INSPECTIONS

IEM's inspector will review and be familiar with the scope of work and any construction drawings, permit conditions, revisions, green building requirements, approved submittals and technical specifications for the project that will be inspected, and Green Building Standards and Minimum Architectural and Design Standards of the project. IEM's Inspector will be responsible for the activities detailed below.

Construction Promager request for progress Presention received the presentation of ea

IEM reviews documentation submitted for verification of the necessity of progress

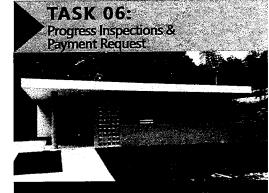
Inspector, date, and time assigned for performance within three (3) calendar days.

IEM inspection team documents the reason for denial to the CM's representative; CM re-submits the request with supporting documentation and rectification of previous denial reasons.

PROGRESS INSPECTIONS

IEM will conduct progress inspections of the project property with the understanding that requirements for progress inspections may vary per project and may change.

IEM understands that the demolition and foundation progress and compliance inspections will be conducted at the same time for reconstruction projects and that the demolition of the old home is to be assessed as part of the final inspection of the project for relocation. Using a template to ensure consistent collection of information, IEM's inspection will include a site visit, compliance review, and an assessment of



What's next for Evangelina?

Next, Evangelina receives periodic updates from the Case Manager regarding the progress

The Program inspects the work following each major constructions milestone

Evangelina is scheduled to participate in the final inspection, and provide feedback

Evangelina is provided the warranties of the works/appliances and other items of her home, and she will also receive the occupancy permit (if applicable)

Once Evangelina accepts the work, she receives the keys to her repaired or reconstructed home!



FEATURES

- Knowledge and experience leading the progress for Puerto Rico R3.
- 2. Standard Operating procedures tailored to specific tasks.

Strict adherence to program requirements, state and federal rules.

RESTORE LOUISIANA

Inspections

Homes Completed

REBUILD FLORIDA

Inspections

Homes Completed

TEXAS GLO HAP

Inspections

Homes Completed

quality and compliance (documented by field notes and photographic evidence of progress, materials, and equipment installed).

IEM inspectors will perform a walk-through of the site and observe the progress, materials, and condition of the site, taking note of compliance with program standards. IEM's inspectors use the Scope of Work Templates on Repairs to assess the builder's work for compliance with the project scope of work and any applicable plans/specifications. On reconstructions, we follow the defined Milestones to ensure all specifications are met. Additionally, we will assess the materials and equipment used for this work. Special attention will be paid to inspecting materials and or items that will later be covered by other work.

REPORT ON PROGRESS INSPECTIONS

Using an electronic template to be provided to the PRDOH, (if not provided, IEM will develop), the report will document findings detailing the progress, compliance, and quality of the work observed. IEM will assess the site conditions for proper health and safety postings, particularly any notices required for lead hazard mitigation activities. IEM's report will include:

- Project general information, municipality, Construction Manager and its representative, Sub-Contractor, inspection's date, and time performed and Green Building Standards.
- · A narrative description of the project's progress
- A summary of the inspector's assessment of that progress, and a checklist of items that have been completed, including reasonable accommodation approved work
- · Any deficiencies or instances of non-compliance

If non-compliance work results in a punch list document, it will be agreed on site and submitted to the CM within two (2) calendar days to ensure corrections are performed in a timely manner. Should a CM fail a progress inspection and re-inspection be required, IEM inspectors will only inspect those items which previously failed inspection and prepare a follow-up report. All reports will be substantiated with photographic evidence and certified by a licensed professional engineer or architect. IEM will perform a QC/QA evaluation of reports to ensure all necessary information has been included and is correct. IEM's goal is to ensure Progress Inspection reports of the on-site inspections are submitted within 3 days instead of the 5-day timeline required by the PRDOH.

TIMEFRAMES

- 1. Progress inspections requests scheduled within 3 2222.
- 2. Progress Inspections reports submitted within a same of the onsite inspection.
- 3. Punch list: information provided to the Construction Manager within 2 (2008).
- 4.Invoices reviewed within 2 and of submission.

QUALITY ASSURANCE/ OUALITY CONTROL

- 1. IEM developed inspection checklists to include:
 - Documented (narrative, photos)
 - Upload program's system of records
 - Warranty documents delivered to the Homeowner upon Final inspection
 - DOB offsets
- 2. Review and evaluate any offsets presented by the Applicant
- 3. IEM developed Checklists for review of Invoice packages using guides and modified as needed with learnings gained in the process

Clear communication with Construction managers regarding Invoice corrections and email or phone call follow ups as needed.

REVIEW OF PROGRESS REPORTS, CONTRACTOR INVOICES, AND STATUTORY COMPLIANCE

IEM will develop inspection checklists consistent with program requirements and in coordination with the PRDOH to ensure that reports document that Program and standard requirements are met through construction. Our inspectors will collect and monitor documentation about the site and the builder's compliance, including builder bonding and insurance documents.

Additionally, we will report on Davis Bacon and URA compliance. Our team will perform due diligence on any topic lacking documentation, or which has not demonstrated compliance.

Upon completeness and compliance verification review, IEM will submit each Progress Inspection Report to the PRDOH, the builder, and any third-party regulatory entities required. The Progress Inspection Report will become a part of the builder's pay application. At the completion of construction activities, IEM will complete, with the program Applicant, a performance evaluation of the contractor.

IEM will ensure the CM warranty binders are complete and correct before they are delivered to the Applicant. Upon receipt of a draft invoice from the contractor, IEM will aim to review and issue comments, if any, back to the contractor within two (2) days, instead of the required five (5).

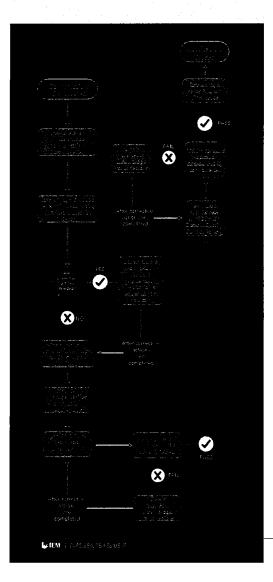
Using invoicing review checklists approved by the PRDOH, IEM will provide a recommendation on contractor payment requests. Our team is well versed in evaluating financial reports, having reviewed and approved \$108.3 million in completed repair and reconstruction expenditures to date. IEM can assist with the submittal of funding requests using the Grant Manager's designated project management platform (Canopy) to the PRDOH finance division. Invoice packages submitted by the Construction Managers will be reviewed within 48 hours of receipt. If corrections are required; they will be returned with specific notes as to what needs to be fixed. The follow-up to returned invoice packages will be done regularly via email communication to ensure prompt resolution and re-submission. We will track construction expenditures and reconcile requested funds versus funds disbursed through the project management platform. There will be an invoice package after every milestone inspection that will discount from the project's total allowed funds. Any changes in budget will have to be justified with a change in scope request that will be reviewed and approved by IEM as the Program Manager before being submitted for the Grant Manager's approval. This ensures that funds are being approved and used responsibly.

DELIVERABLES

All work done complies with the Program guidelines, Scope of Work, approved materials, quality workmanship, and all applicable regulations.

Invoiced work is completed satisfactorily, and the amounts are correct, comply with all requirements.

APPLICATION CLOSEOUT



TASK 07: APPLICATION CLOSEOUT

IEM begins each program and project with a successful closeout in mind. For any application to be successfully closed, each individual Applicant file must be reviewed to document that each activity met a National Objective and LMI requirements; funds were expended on eligible activities; program data is ready for DRGR reporting, and any special conditions were met.

During the Application Closeout process, detailed below, IEM will maintain close communication with the CMs to ensure that all corresponding construction certifications are part of the record, in addition to all documents from Housing Counseling agencies or other Program providers.

IEM will perform an end-to-end file review to verify all documentation is present, complete, accurate, and supports documentation of the file for compliance with national objectives, income targets, geographic and demographic criteria, and program policy/standards.

IEM Case Managers ensure that all completed Applicant-related tasks and assistances have been recorded and paid for. This work includes reviewing a review of all the ORA and utility services spent during the course of the project. Case Managers also complete required financial analyses and review all records needed to guarantee that all funds were expended during the grant term were completed. We also ensure that any deed restrictions or forgivable loans are recorded before closeout, and submit all certifications, required checklists, and documentation. After this thorough review process is completed, a rapid review of the file at our Final Closeout QC review is complete. We will use data analytics to check exceptions to ensure that every file is complete, compliant, and audit-ready.

TASK 07: Applications Closeout



What's next for Evangelina?

At this point, the Case Manager will review Evangelina's application from beginning to end, to ensure that all information for her application is recorded and the file is ready for closeout and potential audit.

KEY FEATURES OF IEM APPROACH

IEM will have a specialized team for the completion of Application Closeout tasks.

IEM will maintain clear lines of communications with Construction Managers and all other entities required to provide certifications during the Application Closeout process.

IEM will conduct a 2-tiered review of the case, one performed at the Case Manager level and another one at the Team Lead/Quality Control level.

Closeouts Complete Restore Lousiana Closeouts Complete NY Rising Our case managers ensure that each Applicant file complies with all Federal, State, and Program policies and guidelines. We will verify that:

- The construction/rehabilitation contractors or installers/suppliers have completed all tasks required by the award to the Applicant by the PRDOH.
- All payments for tasks performed and all awards have been properly executed by the PRDOH.
- · All supporting documentation is included in the application file.
- Any permits obtained for the project, that require a closeout process, are diligently closed by the construction/rehabilitation contractor and the installers/suppliers as may be applicable.
- All environmental activities were performed, and all environmental permits are closed out.
- An occupancy permit ("Permiso de Uso") was obtained by the construction/rehabilitation contractor for the work performed for the award, if applicable.
- · All corresponding key turnovers have occurred.
- The Applicant obtained flood insurance, if applicable, after rehabilitation work was completed.
- · The project Green Building Standard is met.
- · Project list for closeout operations is completed.
- Files comply 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, in addition to other Program requirements.

As part of the closeout activities, IEM will ensure that the application is reviewed at the Applicant requirements, construction/award activity, and program closeout levels.

Program Applicants that required housing counseling must have engaged in counseling, with evidence noted in their files. Further, monitoring findings and audits, if applicable, must be closed. IEM ensures program closeout occurs as efficiently and smoothly as possible by implementing closeout procedures through QA/QC review at each step of the process for each program Applicant, to ensure that Applicant files are complete at project completion.

TIME FRAME FOR PERFORMANCE

Target timeframe for completion of the Application Closeout Process:

1 Bushiess Day

(from the moment the case is referred to the Application Closeout team to approval for Closeout).

TASK 07DELIVERABLES

- Two-tiered review of all cases
- Audit-ready Program
 Application at file
 closeout

ADDITIONAL SERVICES

1. Additional Intake Centers

- Appraisal of Home Market Values
- Update of Previously Appraised Home Market Values
- 2. HQS Inspection
- 3. URA Reimbursement Allowance
- 4. Title Investigations
- 5. Title Investigations Update

ADDITIONAL SERVICES (ALLOWANCES)

Team IEM has the capacity, technical expertise, experience, and methodologies to provide the 15 additional services described in the SOW, ranging from opening additional intake centers to conducting both desk-top and on-site/field research in support of historical and archaeological studies. Team IEM will provide these services on a per unit or allowance basis in support of overall program objectives and in response to actual demand for such services following the PRDOH's directions. As such, Team IEM has created a tailored, flexible, and fast process for ramping up and ramping down such services based on needs (changes in demand) while maintaining high quality and cost-effectiveness in execution.

These additional services are disparate but essential to overall contract execution and achieving the levels of responsiveness, compliance, and accuracy that the PRDOH expects from its contractors. IEM is proposing certain critical common features to how we will address each:

- Highly trained personnel fully versed in our approach and the PRDOH's guidance and standards to
 execute each additional service accurately, efficiently, and in a fully compliant manner. As part of
 our staffing plan, Team IEM intends to cross-train our personnel broadly to be able to support work
 activities across as much of the SOW as possible, recognizing that certain activities must be
 performed by staff with appropriate licenses or certifications.
- A robust methodology for delivering these additional services will be codified in standard operating
 procedures, forms and templates, checklists, and information management tools to ensure
 consistent quality and timeliness in the work performed.
- Clear expectations for timeframes and quality associated with each additional service, which Team
 IEM will communicate in advance to the PRDOH and track and report on regularly as part of our
 performance management and accountability activities.
- Distinct, rigorous quality assurance and quality control steps to avoid errors or defective/ incorrect
 work, which might slow throughput, increase cost, or reduce Applicant satisfaction. By proactively
 assessing and controlling quality, Team IEM will provide greater value to the Applicant and the
 PRDOH
- Templates and standards for all deliverables that will be pre-cleared and approved by the PRDOH
 at contract outset so that Team IEM can stand up additional services when called upon quickly, with
 certainty that we have common expectations with the PRDOH for the final product.

ADDITIONAL SERVICES

6. Notarial Deeds

7. Property Registry Fees

- Legal Services
- Re-Evaluation of an Environmental Review Record

8. Elevation Survey

- Environmental Specialized Services
- Elevation Survey
- Historical & Archeological Studies

QUALITY ASSURANCE / QUALITY CONTROL

- IEM will develop checklists to ensure all required documentation and certifications are included for the Application Closeout Process.
- Cases will undergo a secondary review prior to being approved for Closeout.

IEM'S PLAN TO ENSURE COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

As an incumbent contractor on the PRDOH's R3 Program, IEM has recent, extensive experience with the entire catalog of applicable federal, state, and local laws and regulations related to the implementation of the Housing Programs. Therefore, we share the PRDOH's commitment to complete, timely, and faithful compliance with them. Our work includes mitigating fraud, waste, and abuse; and avoiding disallowed costs by implementing an internal compliance plan founded on a risk-based approach to conducting compliance activities audits. In addition, IEM embeds preventive and detective controls within each of our processes for compliance activities, including policies and procedures, training, technical assistance, implementation, enforcement, and monitoring specific to the Program.

IEM's housing management team includes locally barred lawyers and policy experts adept at knowing local, state, and federal law, agency guidance, HUD and Office of the Inspector General (OIG) monitoring reports, and industry best practices. With each new disaster and grantee, there have been changes in HUD guidance. Likewise, IEM knows the changes in HUD rules and cross-cutting federal guidance, notably the tightening of many of these requirements and increased reporting and accountability tracking. To ensure compliance, we develop and utilize standardized checklists for routine quality checks of each Program milestone's workflow component and the aggregated results of our quality checks reported in standardized formats. Many of our checklists use the Community Planning and Development (CPD) Monitoring Handbook 6509.2 checklists as foundations. Our results inform process and procedure strengthening measures.

The IEM Program Regulatory Compliance Team entails compliance professionals whose duties are segregated from the rest of the Program team and is responsible for the day-to-day compliance. The Compliance Team administers and enforces policies and procedures internally with various IEM teams, including the case and construction management and support staff. In addition, as the Program Manager, the Team will ensure compliance among the assigned environmental consultants and general construction managers. Hence, the Team tests compliance controls periodically and develops procedures for identifying, assessing, reporting, correcting, and following up on incidents, breaches, and corrective actions. Also, as an extension to the PRDOH, IEM will ensure Program compliance as required by the PRDOH, HUD, and other regulatory agencies.

TEAM IEM'S METHODS TO ENSURE COMPLIANCE



Program Guidelines & Regulation Requirements Practice & Enforcements



Policies & Procedures



Workflows & Timeline Diagrams



Ongoing Training & Technical Assistance

Quality Assurance & Controls

Checklists & Timelines

MANAGEMENT OF COMPLAINTS

We acknowledge that complaints do happen. IEM presently receives complaints from the following sources, and expects to receive them in this new program once awarded:

- Directly from the applicant
- Intake Center staff
- From the Grant Manager, who sometimes receives complaints from the Governor's Office ("La Fortaleza") or other government agencies
- The PRDOH legal department Construction Managers or the IEM Construction team
- Persons not related to the application, i.e., an applicant's neighbor or relative, or citizen's complaint

IEM'S PLAN FOR MANAGEMENT OF COMPLAINTS

IEM aspires to provide the highest quality support to Applicants and other stakeholders that obviate the need for any complaints. We are very proud of our results, for example, to date, our R3 Program intake 9,907 total applications, of which we received 2.46% Applicant complaints. Subsequently, we are equally committed to addressing complaints using an approach that Actively listens and is empathic to Applicant's concerns and needs; Addresses the Applicant's concerns regardless of how complex or simple they are; Investigates thoroughly the Applicant's concern and provides options for its resolution; and Responds to the Applicant in a timely fashion. If unable to resolve timely, the Applicants are notified of their cases' status and pending action steps.

Our straightforward processes are efficient and aim to convey empathy and support to the Applicant along with accurate and timely documents at every stage. During our investigation, we strive to prevent additional complaints. We communicate with Applicants at set points in the workflow to inform them of the status of their applications. This communication is scripted, allowing all staff to have the same clear, consistent communication across tens of thousands of Applicants. We assign a single Case Manager to each homeowner, preferably for the duration of the program. This allows Applicants to bond with the Case Manager while allowing the case manager to become their advocate and guide through the Program. We acknowledge that complaints do happen. IEM understands that Applicant's or Citizen's complaints are a natural part of these type of programs. IEM uses these complaints as opportunity to gather data, understand what specifically the concerns of the people regarding the Program are, identify the common denominator and adjust its internal processes to minimize the probability of a recurring complaint.

Any complaints for which IEM lacks the authority to resolve, or require escalation to specialized officials, such as HUD's Office of Fair Housing and Equal Opportunity or the PRDOH's CDBG-DR Internal Audit Office, IEM will fully cooperate with the corresponding agency, providing all information available at its disposal.

IEM will maintain logs of the complaints received from Applicants and Citizens, and will also maintain logs for allegations of fraud, waste, abuse or mismanagement. When we receive complaints alleging a violation of fair housing laws, they will be referred to a Fair Housing Specialist to file a complaint IEM will retain a log and record all fair housing inquiries, allegations, complaints, and referrals to the PRDOH for HUD's reporting. We will immediately escalate these complaints and their resolution information to the PRDOH.

IF A COMPLAINT IS RECEIVED

Once a complaint is received, IEM takes the following steps:

- Receive, log, and escalate complaints within twenty-four (24) hours or receipt.
- 2. Investigate status of case and information already available in the record system (Canopy).
- 3. Refer the issue to the corresponding party so they can respond or act:
 - a. If it is a constructionrelated complaint, it is referred to the Construction Manager.
 - b. If related to Status, intake, or eligibility, it is referred to the Intake Center.
 - c. If related to ORA, it is referred to the ORA Case Manager.
- 4. Gather collected information and issue a resolution on the matter.
- 5. Share the decision with the Intake Centers and complainant.
- 6. Explain applicant her/his options to file a reconsideration, when applicable.

Building on our experience on the ground over the last three (3) years working in the R3 Program, and thoughtful consideration of the SOW, IEM anticipates that the problems outlined below are likely to materialize during the life of this Agreement.

· Getting buy-in and managing conflicting requirements from various stakeholders can lead to misunderstanding of program goals and timeframes

- · Clearly defined goals
- Empower staff decision making
- Constituents do not apply for program benefits
- · Coordinate with PRDOH outreach contractor to saturate traditional and non-traditional outlets with program messaging while targeting most impacted and vulnerable populations
- Track applicant demographic and economic data to justify change in public outreach
- Provide mobile intake and hold public information workshops, webinars, public events
- · Policy changes impacting process flow and task implementation can lead to stalled projects and homeowner frustration
- Follow established policies and procedures and revise as needed
- IEM's Leadership and Compliance Team disseminates informant quickly communicate changes to staff and implement learning and training opportunities as needed
- Constituents do not show up to meetings. and get discouraged if they have to attend more than 1 meeting to complete application
- · Coordinate with IEM and PRDOH outreach staff to communicate program information frequently and target most impacted and vulnerable populations
- Provide mobile intake and hold public information workshops, webinars and public events
- Multiple data hand-offs can result in delay and non-compliance, or file corruption
- · Standardize processes for data capture and transfer
- Perform system and data transfer quality checks
- · Perform routine data integrity monitoring
- Do process updates to fix data or data transfer challenges
- Projects run into unforeseen construction obstacles, resulting in delay and the need for change orders
- Work with each builder to thoroughly review the project plan and update or revise as
- Poor communication and expectation management can lead to beneficiary frustration, complaint, and negative program perception
- Cross-train personnel to provide the most accurate and consistent information possible
- Maintain a single POC for beneficiaries related to their eligibility and construction work plan
- Implement a solid communication strategy backed by program policy and procedures and a sense of urgency



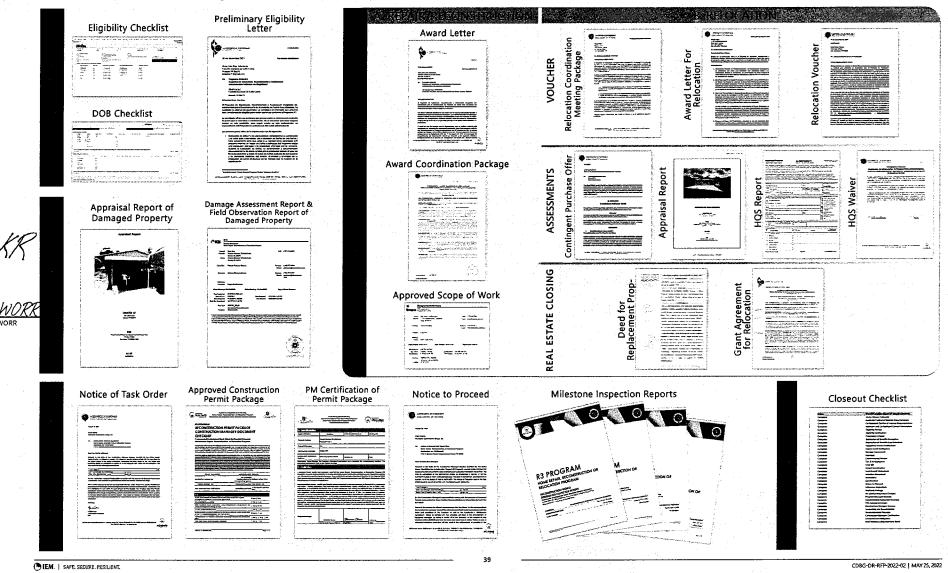


10022107.2000 IEM inspectors and construction team will monitor compliance with environmental laws and regulations

- Non-compliance with HUD rules and regulations, cross-cutting federal requirements, and program policy can result in findings and potential claw-back
- of federal funds
- IEM's pool of additional Subject Matter Experts and HUD resources is available to the PRDOH
- · IEM will have knowledgeable staff available to provide quidance in all cases
- Applicants become frustrated as time and funding constraints limit choices
- Work closely with realtors, housing counselors, applicants, using single case manager to manage coordination
- Owner inaction on construction projects may result in removal from program and potential need to recapture funding
- Provide construction oversight and management services
- Facilitate resolution to barriers or challenges
- · Educate owners on impacts of program choices
- · Lost calls, frustration for homeowners, and negative public perceptions
- Adaptively manage staffing levels based on daily statistical reports, match resources to load
- Maintain staff at levels that keep average hold times at reasonable times
- · Exceeding project timeframe costs the program money
- 6
 - Monitor construction contractor progress. timeline accountability and costs
- Projects run into unforeseen construction obstacles, resulting in delay and need for change orders
- · Work with each builder to thoroughly review the project plan and update or revise as necessary
- Institute change order management system compliant with program policies and procedures
- Final Use Permits take a long time to be received, stopping applicants from moving
- Work with construction companies, PRDOH and OGPe to ensure permits are approved rapidly
- Missing documentation stops close out process
- Establish quality review procedures that mandate documentation monitoring throughout the construction process to minimize missing documents
- Final Inspections are not done rapidly
- Work with construction companies to schedule inspections as soon as possible

PAST DELIVERABLES

Team IEM already has examples or templates for deliverables listed in the solicitation as a result of our current support to PRDOH's programs or will have them ready at time of kickoff, consistent with our lean-forward proactive approach to management.





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

Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 2 of 66

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.

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.

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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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WORR WORR 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).

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

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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.

Program Manager

<u> Qty: 1</u>

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

Qtv. 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

<u>Qty. 1</u>

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.

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.

• 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.

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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

Qtv. 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.

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WORR WORR 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. <u>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.</u>

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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Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 11 of 66

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 noncompliance 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 noncompliance 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.

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

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

- 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.

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**.





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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.

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.





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- 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.

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.





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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.

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





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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, singleply 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;





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- 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.





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. Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 29 of 66

 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.

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.

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 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.

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.





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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 shutoff 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, coldformed 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 rebars, 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 be 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.

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.

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.





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- 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.

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

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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, OGPe, 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.

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.





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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 that 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-bycase 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.

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, OGPe, 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.

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:





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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 preinspection 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).

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.



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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 OGPe.
- 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.

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.





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- 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.



Additional Services (Allowance)

WORR WORR 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:

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 peroffice 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.

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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.

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.





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- 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.

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.

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.





Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 62 of 66

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

Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 63 of 66

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.

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.).



Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 64 of 66

- 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.

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



Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 65 of 66

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.

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



Attachment 1 Scope of Work Program Management Services CDBG-DR-RFP-2022-02 Community Development Block Grant – Disaster Recovery Community Development Block Grant - Mitigation Page 66 of 66

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.

END OF SCOPE OF WORK

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ATTACHMENT C

COMPENSATION SCHEDULE

Innovative Emergency Management, Inc.







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	\$217.03	\$43,406.00
Regulatory Compliance Officer	1	200	\$130.00	\$26,000.00
Safety Officers	2	200	\$95.00	\$38,000.00
Special Inspectors	2	200	\$155.00	\$62,000.00
Non-Specific Program Positions Mont	hly Sub-total			\$169,406.00
R3 Program Specific Positions				
R3 Deputy Program Manager	1	200	\$180.00	\$36,000.00
R3 Operations Manager	1	200	\$172.00	\$34,400.00

R3 Complaints, Reconsiderations and Warranties Coordinator	1	200	\$65.00	\$13,000.00
R3 Program Positions Monthly Sub-total				\$83,400.00
SF-MIT Program Specific Positions				
SF-MIT Deputy Program Manager	1	200	\$180.00	\$36,000.00
SF-MIT Operations Manager	1	200	\$172.00	\$34,400.00
SF-MIT Complaints, Reconsiderations and Warranties Coordinator	1	200	\$65.00	\$13,000.00
SF-MIT Program Positions Monthly Sub-total				\$83,400.00
Monthly Sub-Total R3				\$ 168,103.00
Monthly Sub-Total SF-MIT	_	·		\$ 168,103.00
36 Months Sub-Total R3				\$ 6,051,708.00
36 Months Sub-Total SF-MIT				\$ 6,051,708.00
Total	· · ·			\$12,103,416.00

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



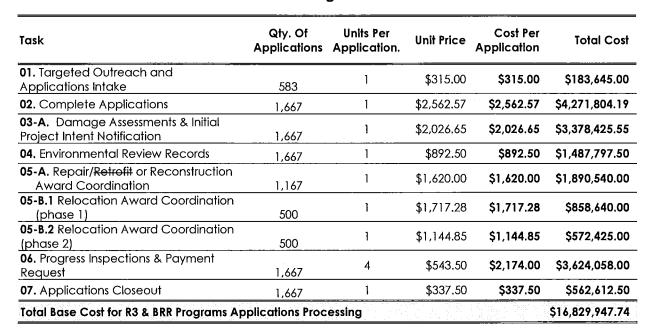


given month. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month; but the total amount to be invoiced for the group of positions may not exceed the **SF-MIT Program Positions Monthly Sub-Total**.

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.





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.

<u>Single-Family Housing Mitigation Program Tasks (Per Unit Services)</u>

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.



Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01 . Targeted Outreach and Applications Intake	1,667	1	\$315.00	\$315.00	\$525,105.00
02. Complete Applications	1,667	1	\$2,562.57	\$2,562.57	\$4,271,804.19
03-B. Property Risk Assessments & Initial Project Intent Notification	1,667	1	\$2,026.65	\$2,026.65	\$3,378,425.55
04. Environmental Review Records	1,667	1	\$892.50	\$892.50	\$1,487,797.50
05-A. Retrofit/Reconstruction Award Coordination	1,167	1	\$1,620.00	\$1,620.00	\$1,890,540.00
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$1,717.28	\$1,717.28	\$858,640.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$1,144.85	\$1,144.85	\$572,425.00
06. Progress Inspections & Payment Request	1,667	4	\$543.50	\$2,174.00	\$3,624,058.00
07. Applications Closeout	1,667	1	\$337.50	\$337.50	\$562,612.50
Total Base Cost for SF-MIT Programs App	lications Proces	sing			\$17,171,407.74

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.



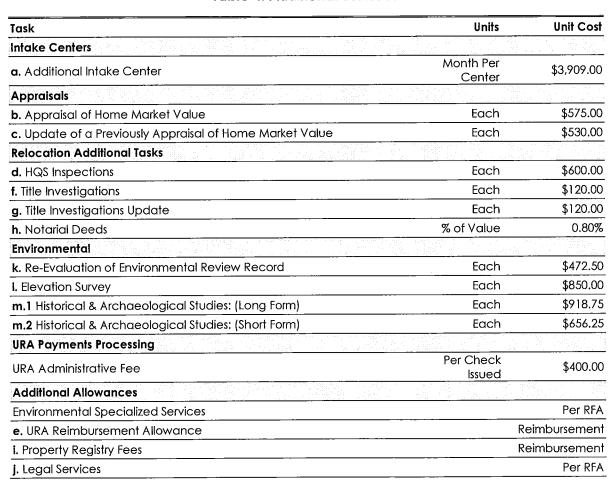


- Units Price includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities of such tasks as depicted 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.

Additional Services (Contract Allowance)

Table 4 shows the Additional Services units and unit costs.





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.

Total Contract Cost

The Total Contract Cost awarded was for the amount of \$51,092,471.48.

Distribution	Program	Cost Per Program	Total Cost	
Program Management and Administration	R3	\$6,051,708.00	C10 100 41 / 0/	
	SF-MIT	\$6,051,708.00	\$12,103,416.00	
Program Application Processing	R3	\$16,829,947.74	004 003 055 44	
	SF-MIT	\$17,171,407.74	\$34,001,355.48	
Allowance	R3	\$2,493,850.00	\$4,987,700.00	
	SF-MIT	\$2,493,850.00		
Sub Total R3			\$25,375,505.74	
Sub-Total SF-MIT			\$25,716,965.74	
Total			\$51,092,471.48	

Notes on Total Proposal Cost

- The Total Proposal Cost represents the potential total cost for the services, not including the contract allowance, if the PRDOH determines to contract award a single Proposer for the Program Management Services.
- 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



Scope of Work

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



<u>Practice of Licensed Professions</u>

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.

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

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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

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.

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



Insurance Requirements

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

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SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR PROFESSIONAL SERVICES

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:

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) <u>Commercial General Liability (Broad Form) including the following insurance coverage</u>

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) <u>Comprehensive Automobile Liability Form including the following insurance coverages</u>

	LIMIT
•	Auto Liability - \$1,000,000
•	Physical Damages - \$1,000,000
•	Medical Payments - \$ 10,000
The Commercia	. A
symbols:	ıl Auto cover must be applied to the following
	Liability Coverage -1
	Liability Coverage - 1



(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) <u>Umbrella</u>

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 attorneyin-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, band 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.





- **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.

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.

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

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

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

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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/.

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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





3. BREACH OF CONTRACT TERMS

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





4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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





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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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





15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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





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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 19.

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

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

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

20. **DAVIS-BACON ACT**

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

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

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

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





21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

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





- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act





- of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.





24. EQUAL EMPLOYMENT OPPORTUNITY

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

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 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.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.





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

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

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

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

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

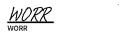
CLEAN AIR ACT

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

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

WATER POLLUTION CONTROL ACT

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- 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.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1)through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title





31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)



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



- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure 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,

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

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

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

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



30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 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

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The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 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

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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).

APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY INNOVATIVE EMERGENCY MANAGEMENT, INC.

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 Innovative Emergency Management, Inc.:

1. The expected contractor's subcontractors in connection with the contract¹ are the following:

Firm	Principal	Ownership	Estimated Amount	Role
Choice Sector, LLC	John O. Lochridge	22.60%	\$7,000,000 Damage assessmen	Damage assessments
	Brett Lochridge	22,60%		
	John T Pouland,	20.11%		
	Slad A. Watts	8.67%		·
	Mark Burnham	8.67%		
	Moz Mirabal	8.67%		
TSG Services, LLC	Michael Sullivan	100%	\$7,730,000	Progress inspections
Arcadis Caribe, PSC	Raúl Torres	100%	\$4,250,000	Environmental consulting
McCloskey, Bonnin Valuation Group, PSC	Robert F. McCloskey Díaz	25%	\$1,781,250	Appraisals
	Rafael E. Bonnin Suris	25%		
	Mark M. McCloskey Purcell	25%		
	Robert F. McCloskey Purcell	25%		

- 2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract.
- 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, in contravention of applicable law.

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WORR WORR 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.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct all the above on this 22nd day of September 2022.

Black Honor Signature	September 22, 2022 Date	
Brad Tiffee Printed Name	<u>Chlef Administrative Officer</u> Position	

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

INNOVATIVE EMERGENCY MANAGEMENT, INC.

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The CONTRACTOR certifies that:

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

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

Docusigned by:	11/1/2022		
Signature	Date		
Keith Reynolds	Manager of Contract Administration		
Printed Name	Position		





PM AGREEMENT_IEM Part 1

Final Audit Report

2022-11-16

Created:

2022-11-15

By:

Radames Comas Segarra (rcomas@vivienda.pr.gov)

Status:

Signed

Transaction ID:

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PM AGREEMENT_IEM Part 2

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Radames Comas Segarra (rcomas@vivienda.pr.gov)

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PM AGREEMENT_IEM Part 3

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Radames Comas Segarra (rcomas@vivienda.pr.gov)

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