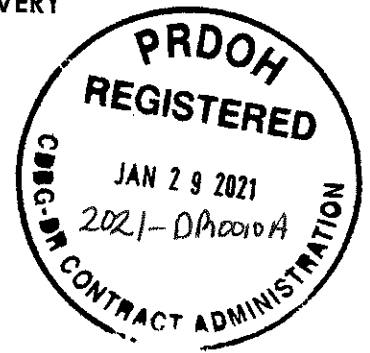




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY  
(CDBG-DR)

**AMENDMENT A** to the  
**SUBRECIPIENT AGREEMENT**  
BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING  
AND THE  
MUNICIPALITY OF YABUCOA



This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, the "AMENDMENT A") is entered into this 27 day of January, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (the "PRDOH"), a public agency of the Government of Puerto Rico created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Organic Act" (the "Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, Esq., of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **MUNICIPALITY OF YABUCOA** (the "SUBRECIPIENT"), a Municipality with principal offices at Yabucoa, Puerto Rico, represented herein by its Mayor, Rafael Surillo Ruiz, of legal age, single, and resident of Yabucoa, Puerto Rico, collectively the "PARTIES".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on September 1<sup>st</sup>, 2020, the PRDOH and the SUBRECIPIENT executed a Subrecipient Agreement, Contract Number 2021-DR0010 (hereinafter, "SUBRECIPIENT AGREEMENT") for \$1,508,190.39 for a period of performance ending in September 1<sup>st</sup>, 2023; for the SUBRECIPIENT to undertake activities under the **City Revitalization Program** (hereinafter, the "PROGRAM"). The focus of the PROGRAM is to establish a fund for municipal governments and eligible entities to enable a variety of critical recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors;

**WHEREAS**, as per Section IX (A) of the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT AGREEMENT may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the SUBRECIPIENT AGREEMENT, nor release the parties from their obligations under the SUBRECIPIENT AGREEMENT;

**WHEREAS**, it is the intention of the parties to modify and amend certain terms and conditions of the SUBRECIPIENT AGREEMENT, as well as the **Exhibit A** and **Exhibit B** attached to the aforementioned agreement;<sup>1</sup>

**WHEREAS**, this AMENDMENT A is not intended to affect, nor does it constitute an extinctive novation of the obligations of the parties under the SUBRECIPIENT AGREEMENT but it is rather a modification and amendment of certain terms and conditions of the SUBRECIPIENT AGREEMENT;

**WHEREAS**, this AMENDMENT A does not affect the term nor the overall amount of the SUBRECIPIENT AGREEMENT.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, as amended, *supra*, the federal laws and regulations creating and allocating funds to the CDBG-DR program, and the current Action Plan, to issue and award the subaward, enter and perform under the executed SUBRECIPIENT AGREEMENT; and, .

<sup>1</sup> The amended Exhibit A and Exhibit B are attached hereto. See **ATTACHMENT 1** and **ATTACHMENT 2** respectively.

**WHEREAS**, the SUBRECIPIENT duly adopted the Resolution dated October 16, 2019, with Identification No. 15, Series 2019-2020 that authorized the SUBRECIPIENT to enter into the SUBRECIPIENT AGREEMENT with the PRDOH, and by signing the SUBRECIPIENT AGREEMENT, the SUBRECIPIENT assured PRDOH that it would comply with all the requirements described in the aforementioned agreement;

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth in the SUBRECIPIENT AGREEMENT, the PRDOH and the SUBRECIPIENT agree to execute this AMENDMENT A subject to the following:

## TERMS AND CONDITIONS

### II. ATTACHMENT

The information included in this AMENDMENT A serves the purpose of modifying and amending certain terms and conditions under the SUBRECIPIENT AGREEMENT in addition to modifying the Exhibit A and Exhibit B described in Section II. ATTACHMENTS of the SUBRECIPIENT AGREEMENT. All other provisions of the SUBRECIPIENT AGREEMENT shall continue to be in full force and effect.

### III. SCOPE OF AMENDMENT

The PRDOH and the SUBRECIPIENT have agreed to enter into this AMENDMENT A with the purpose of modifying certain sections of the existing agreement, as well as the Exhibit A (Scope of Work) and Exhibit B (Timelines and Performance Goals) of the SUBRECIPIENT AGREEMENT.

### IV. AMENDMENTS<sup>2</sup>

- A. **Exhibit A** (Scope of Work) of the SUBRECIPIENT AGREEMENT is being replaced by a modified **Exhibit A** hereto incorporated by reference into the SUBRECIPIENT AGREEMENT.
- B. **Exhibit B** (Timelines and Performance Goals) of the AGREEMENT, is being replaced by a modified **Exhibit B** hereto incorporated by reference into the SUBRECIPIENT AGREEMENT.
- C. 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 AMENDMENT A. Should any inconsistency appear between the Attachments and this AMENDMENT A, the latter shall prevail.
- D. The parties intend to amend **SECTION III. Scope of Work, E. Nonperformance Standard** clause of the SUBRECIPIENT AGREEMENT, with the following:

#### E. Nonperformance Standard

*If at the end of the **six (6) months** from the Effective Date, as defined in **Section V** of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by the PRDOH in **Exhibit B** ("Timelines and Performance Goals"), the PRDOH may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this agreement, and/or recapture funds previously expended by the Subrecipient under this agreement from non-federal funds. No contract extensions shall be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activity. The PRDOH shall review the properly filed and documented circumstances which are alleged to have prevented the initiation of activity and exclusively reserves the right to*

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<sup>2</sup> For easier review, Amendments will appear in *italics* throughout the document.

decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

- E. The parties intend to amend **Section VI. Budget, C. Program Income** clause of the SUBRECIPIENT AGREEMENT, with the following:

C. Program Income

PRDOH reserves the right to authorize the Subrecipient to retain Program Income<sup>3</sup> to be used in eligible program activities as described in this Agreement. The Subrecipient shall notify PRDOH, within **twenty four (24) hours** of receipt, of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income (as defined at 24 C.F.R. § 570.500) generated by activities carried out with the CDBG-DR Funds must be returned to PRDOH if retention of such is not previously authorized by PRDOH. Program Income is subject to all applicable CDBG-DR laws, regulations and PRDOH's policies and procedures for so long as it exists. Any interest earned on cash advances from the U.S. Treasury or interest paid on CDBG funds held in a revolving fund account is not Program Income and shall be remitted promptly to the PRDOH for transmittal to the U.S. Treasury no less frequently than annually.

All Program assets, other than Program Income (property, equipment, etc.), if any, shall revert to PRDOH upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

PRDOH will later notify the Subrecipient in writing the applicable procedures for the return or reversion of Program Income and Program assets to the PRDOH, and such notification shall be deemed incorporated by reference to this Agreement.

- F. The parties intend to amend **SECTION IX. AMENDMENT AND TERMINATION, B. Suspension or Termination, 7. Period of Transition** clause of the SUBRECIPIENT AGREEMENT, with the following:

7. Period of Transition

Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), Subrecipient agrees to make himself available to assist the PRDOH with the transition of services

<sup>3</sup> Footnote related to the amended clause that appears as well in the original SUBRECIPIENT AGREEMENT:

As defined in section VI (A) (19) (a) of the HUD Notice 83 Fed. Reg. 5844, 5856 (February 9, 2018, as may be amended by HUD), Program Income is:

[...] gross income generated from the use of CDBG-DR funds, except as provided in subparagraph (d) of this paragraph, and received by a State or a Subrecipient of a State."

[...]

Program income includes, but is not limited to, the following: (a) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG-DR funds; (b) Proceeds from the disposition of equipment purchased with CDBG-DR funds; (c) Gross income from the use or rental of real or personal property acquired by a State, local government, or Subrecipient thereof with CDBG-DR funds, less costs incidental to generation of the income (i.e., net income); (d) Net income from the use or rental of real property owned by a State, local government, or Subrecipient thereof, that was constructed or improved with CDBG-DR funds; (e) Payments of principal and interest on loans made using CDBG-DR funds; (f) Proceeds from the sale of loans made with CDBG-DR funds; (g) Proceeds from the sale of obligations secured by loans made with CDBG-DR funds; (h) Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account; (i) Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate-income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement; (j) Gross income paid to a State, local government, or a Subrecipient thereof, from the ownership interest in a for profit entity in which the income is in return for the provision of CDBG-DR assistance.

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assigned to Subrecipient by the PRDOH. Subrecipient 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 Subrecipient will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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- G. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, P. Single Audit** clause of the SUBRECIPIENT AGREEMENT, with the following:

P. Single Audit

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The Subrecipient must be audited as required by 2 C.F.R. part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. §200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. §200.512 - Report submission, as stated in 2 C.F.R. §200.508(a) - Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

- H. The parties intend to amend **SECTION X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS, T. Nondiscrimination** clause of the SUBRECIPIENT AGREEMENT, with the following:

T. Nondiscrimination:

The Subrecipient shall comply with 24 C.F.R. part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground 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 Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the

Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. part 146, which implement the Age Discrimination Act for HUD programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.<sup>4</sup>

- I. The parties intend to amend **SECTION XI. CDBG-DR POLICIES AND PROCEDURES** in order to clarify that the original reference to the Subrecipient Management Guide is no longer accurate. The beforementioned policy was revised and finally adopted by the name of Subrecipient Management Policy. The amended clause shall read as follows:

#### **XI. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the Grantee shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, 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](http://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.

- J. The parties agree to incorporate the following clause as Section XII of the SUBRECIPIENT AGREEMENT:

#### **XII. FORCE MAJEURE**

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

The Subrecipient 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.

- K. The parties agree that the existing Section XII of the SUBRECIPIENT AGREEMENT shall be renumbered to become **Section XIII. INDEPENDENT CONTRACTOR**. Moreover,

<sup>4</sup> Footnote added to the amended clause:

Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

the parties acknowledge that all sections thereafter shall be renumbered sequentially as follows:

**XIV. ASSIGNMENT OF RIGHTS**

[...]

**XV. SEVERABILITY**

[...]

**XVI. SECTION HEADINGS AND SUBHEADINGS**

[...]

**XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS**

[...]

**XVIII. NON-WAIVER**

[...]

**XIX. BANKRUPTCY**

[...]

**XX. GOVERNING LAW: JURISDICTION**

[...]

**XXI. COMPLIANCE WITH LAW**

[...]

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

[...]

**XXIII. SUBROGATION**

[...]

**XXIV. COMPTROLLER REGISTRY**

[...]

**XXV. ENTIRE AGREEMENT**

[...]

**XXVI. FEDERAL FUNDING**

[...]

**XXVII. RECAPTURE OF FUNDS**

[...]

**XXVIII. OVERPAYMENT**

[...]

**XXIX. COUNTERPARTS**

[...]

**XXX. SURVIVAL OF TERMS AND CONDITIONS**

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- L. The parties intend to amend the renumbered and renamed **Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS** of the SUBRECIPIENT AGREEMENT, with the following:

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) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

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

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

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) 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.

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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) 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.

- M. The parties intend to amend renumbered **Section XXX. SURVIVAL OF TERMS AND CONDITIONS**, in order to incorporate the new scope of the beforementioned Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, AND DISSOLUTIONS. Section XXX will read as follows:

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

V. **SEVERABILITY**

If any provision of this AMENDMENT A is held invalid, the remainder of the AMENDMENT A shall not be affected thereby, and all other parts of this AMENDMENT A shall nevertheless be in full force and effect.

VI. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this AMENDMENT A are included for convenience only and shall not limit or otherwise affect the terms of the SUBRECIPIENT AGREEMENT, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AMENDMENT A.

VII. **COMPTROLLER REGISTRY**

The PRDOH shall remit a copy of this AMENDMENT A to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this AMENDMENT A and any subsequent amendment hereto. The services object of this AMENDMENT A may not be invoiced or paid until this AMENDMENT A has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.



## VIII. ENTIRE AGREEMENT

The SUBRECIPIENT AGREEMENT, as amended, constitutes the entire agreement among the PARTIES for the use of funds received under the SUBRECIPIENT AGREEMENT, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the PARTIES with respect to the SUBRECIPIENT AGREEMENT, as amended.

## IX. FEDERAL FUNDING

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

**IN WITNESS THEREOF**, the PARTIES hereto execute this AMENDMENT A in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR Grantee**

William O. Rodríguez Rodríguez  
By: William O. Rodríguez Rodríguez (Jan 27, 2021 18:06 AST)  
Name: William O. Rodríguez Rodríguez, Esq.  
Title: Secretary

## SUBRECIPIENT

Rafael Surillo Ruiz  
By: Rafael Surillo Ruiz (Jan 26, 2021 16:22 AST)  
Name: Hon. Rafael Surillo Ruiz  
Title: Mayor of the Municipality of Yabucoa  
DUNS Number: 091171892

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# EXHIBIT A

## SCOPE OF WORK

### CITY REVITALIZATION PROGRAM

### MUNICIPALITY OF YABUCOA

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#### 1. Program Overview/Background

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Hurricane Irma (DR-4336) and Hurricane María (DR-4339), two (2) federally declared disasters, catastrophically impacted Municipality of Yabucoa ("the Subrecipient") in September 2017. In response, the Puerto Rico Department of Housing (PRDOH) has developed the City Revitalization Program (**Program**), which establishes a fund for municipal governments and eligible entities to enable a variety of critical recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors.

These activities will make storm impacted urban areas and community corridors more resilient, promote redevelopment and private investment, and will lead to the re-greening or restoration of areas that lost natural resources from the Hurricanes. As part of prior recovery processes, mayors and citizens have expressed a desire not only to rebuild these areas, but to restore and enhance these main streets, plazas, and downtown/business districts that are vital to the community. The Program relies on both planning efforts, as well as PRDOH planning processes through the Municipal Recovery Planning Program (**MRP Program**), to identify projects for the Program.

The Program offers funding in three (3) rounds. Applicants in each round will have a specified period of time to submit project concepts to the PRDOH that meet Program objectives for the specific round of the Program. Municipal governments must agree to take part in the MRP Program in order to fully participate in second and third rounds of the Program. By participating in this process, each of Puerto Rico's seventy-eight (78) municipal governments will have the opportunity to access Program funds with the goal of at least two (2) eligible projects per municipality, one in each of the first two (2) rounds of funding.

A portion of the total Program funds should meet the RE-Green Puerto Rico Initiative that will allow municipal governments and their partners to use CDBG-DR funds to address losses to Puerto Rico's natural resources and green landscape. Projects submitted for funding consideration that align with the RE-Green Initiative will be credited toward meeting the overall funding objective for a total goal of ten percent (10%) of the allocated municipal budget.

#### 2. National Objective

Given that the Program will provide funding to a wide range of activities in downtown areas and key corridors across Puerto Rico, PRDOH anticipates that each national objective shown below will be applicable.

Projects in the Program shall meet of one of the following national objectives:

- Benefit to Low and Moderate Income (**LMI**) Persons (24 C.F.R. § 570.483(b))
  - Area Benefit
  - Limited Clientele
- Urgent Need (**UN**) activities (24 C.F.R. § 570.483(d))

- Aid in prevention or elimination of Slums or Blight (**SB**) (24 C.F.R. § 570.483(c))]

PRDOH will work with entities that are funded through this Program to determine the national objective for each project.

**3. Program Description**

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PRDOH will work collaboratively with Subrecipient to execute projects selected for funding under the Program. The Program will provide CDBG-DR funding to municipal governments and eligible entities to enable a variety of critical recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors. It will focus investments, reduce sprawl, and create a symbiotic environment to nurture complimentary investments from the private sector.

This Program is designed to fund and provide flexibility to fund a wide range of activities that address the recovery and resiliency needs of downtown areas and key corridors across Puerto Rico.

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**4. Tasks**

The Subrecipient will prepare and submit all necessary documentation related to proposed projects for development under this Program. Proposed projects documentation shall demonstrate compliance with all eligibility requirements established in City Revitalization Program Guidelines.

PRDOH will provide funding and technical assistance to the Subrecipient to complete the following tasks:

**Task 1. Subrecipient Staff**

**Activity:** The Subrecipient shall submit to the PRDOH an organizational chart presenting each resource position necessary to perform all tasks of this agreement. The organizational chart shall identify which positions will be provided by Subrecipient's employees and which positions will be provided through contracted professional services.

For each professional service to be contracted, the Subrecipient shall submit a plan for procurement of services including the following information: service description, schedule of request announcement and estimated cost of service.

The Subrecipient shall submit to the PRDOH the request for authorization of key personnel that will perform services for the positions established in Exhibit C of this agreement. The PRDOH will provide necessary forms to Subrecipient for authorization requests of employees. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

**Deliverable:** The Subrecipient shall submit an organizational chart identifying positions of Subrecipient's employees and contracted professional services. Subrecipient shall submit to the PRDOH for revision and approval a request of authorization for key personnel for positions established in Exhibit C of this agreement.

**Task 2. Project(s) Pre-Application Submission**

**Activity:** The PRDOH will create grant access to the Project Pre-Application System through a dedicated account for the Subrecipient. For each project, the Subrecipient will prepare, complete and submit all required information and documentation through the Project Pre-Application System, which is part of PRDOH's System of Record, in compliance with Program's guidelines and procedures. The Subrecipient is responsible to provide at least the

following information: Tie to Storms, National Objectives, Summary Description, Address and Location, Area Size, Funding, Complexity, Property Acquisition, Flood Zone Analysis, Operation and Maintenance Plan and Preliminary Environmental Analysis.

The PRDOH will subsequently evaluate all information submitted by the Subrecipient to determine the eligibility of each proposed project and notify to the Subrecipient which projects are eligible and approved for next Task, which is Project Application Submission.

The Subrecipient may acquire professional services to prepare and submit the Pre-Application Submission for each project. To acquire professional services the Subrecipient shall comply with procurement processes in compliance with PRDOH's Procurement Manual, as found at [www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov).

**Deliverable:** For each project, a Project Pre-Application Submission containing all information to be evaluated for eligibility by the PRDOH. For every professional service procurement process, the Subrecipient shall submit all required procurement documentation before starting the procurement processes and contracting any service.

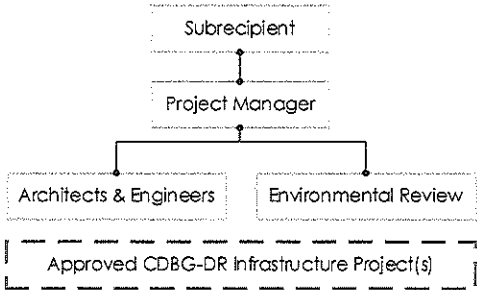
**Task 3. Project(s) Application Submission**

**Activity:** After receiving Pre-Application approval from PRDOH, the Subrecipient will prepare and submit all required forms and documentation for the completion of the Project Application in compliance with Program Guidelines and procedures utilizing internal staff and/or contracted professional services. The Subrecipient shall submit a Project Workplan for each project Application. The submission of each Project Workplan documentation shall be made via the PRDOH's System of Record. The Workplan shall contain: Project Detail Description, Requirements, Space Program, Re-Green Initiatives, Land and Topography, Zoning Code, Implementation Schedule and Cost Estimate.

The Subrecipient may acquire professional services to prepare and submit the Application documentation for each project. To acquire professional services the Subrecipient shall comply with procurement processes in compliance with PRDOH's Procurement Manual, as found at [www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov). Submit the Project Management Services procurement package to PRDOH for revision and approval in compliance with PRDOH Procurement Manual.

As part of this Task, the Subrecipient shall implement an organizational structure to develop and submit the Application of each approved project. The required organizational structure will be responsible to provide all professional services including project management services, architecture/engineering services and environmental review services (as required by 24 C.F.R. part 58). Figure 1 represents the organizational structure to be implemented by the Subrecipient.

Figure 1. Subrecipient Organizational Chart for Project Development



The Subrecipient shall fulfill the above-mentioned professional services, in compliance with the following roles and responsibilities (see Tasks 2.1, 2.2, and 2.3):

### Task 3.1 Project Management Services

Utilizing internal staff and/or contracted professional services, Subrecipient shall perform all required Project Management services including the following examples of roles and responsibilities:

- a) Act as point of contact for the Program.
- b) Lead coordination and control over execution of approved project(s) activities.
- c) Assist coordination and report overall and specific project(s) activities.
- d) Monitor project(s) status and establish necessary tools for controlling schedule, budget, and scope.
- e) Lead and coordinate the implementation of change management, risk management, and quality assurance.
- f) Lead and approve project(s) monitoring activities to prepare and present reports as required by the PRDOH.
- g) Lead, coordinate, and facilitate all necessary high profile, program-wide public presentations and meetings, subrecipient meetings, and government or non-government stakeholders' meetings.
- h) Coordinate, support, and analyze performance measurement of subrecipients and contractors, and report results in coordination with PRDOH or representative.
- i) Maintain a complete understanding of all applicable CDBG-DR Program's policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions.
- j) Coordinate documentation submissions for approved project(s).
- k) Track and report status and performance of approved project(s).
- l) Provide, coordinate, or manage technical assistance to technical team (e.g., consultants and employees performing technical work to develop project).
- m) Review and recommend for payment, the invoices related to professional services certifications for payment and construction change orders.
- n) Monitor and prepare progress reports to communicate the status of work, pending matters, and the budgetary situation of the project(s).
- o) Identify, communicate, and resolve delays or situations that affect the scope, budget, or schedule of the project(s).
- p) Lead the management of project development from each Project Application through necessary planning, design, construction, and closure of the project.
- q) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to the development of construction projects.

### Task 3.2 Architecture and Engineering Services

Utilizing internal staff and/or contracted professional services, Subrecipient shall perform all required Architecture and/or Engineering services including the following examples of responsibilities:

- a) Shall be performed by personnel with currently valid license for the professional practice in Puerto Rico.
- b) Lead and develop design of project(s).
- c) Coordinate and perform necessary field studies.
- d) Prepare, coordinate, and manage required permitting documentation.

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- e) Coordinate and prepare necessary cost estimates to determine reasonable cost of project(s).
- f) Coordinate and prepare necessary acquisition studies and documentation.
- g) Coordinate and prepare construction bid documentation of approved project(s)
- h) If necessary, participate in the supervision of construction activities.
- i) Prepare and implement work plan for environmental review performance in coordination with Environmental Professional as soon as subrecipient's projects reach enough level of development to identify project elements and activities to start the assessment as established in 24 C.F.R. part 58.
- j) Coordinate and perform delivery of design documentation to PRDOH for review. The design documentation to be delivered to PRDOH shall at least include drawings, plans, specifications, permit documentation, studies, cost estimate, and other documents upon request.
- k) Apply the most recent federal, Commonwealth, and local construction codes that may apply to project(s).
- l) Manage changes and risks associated to changes in policies, regulations, and construction codes applicable to project(s).
- m) If necessary, prepare presentations to PRDOH regarding the approved project(s).

### **Task 3.3 Environmental Services**

Utilizing internal staff and/or contracted professional services, Subrecipient shall perform all necessary Environmental Services including the following examples of roles and responsibilities:

- a) Maintain awareness, knowledge, and applicability of most recent federal and local environmental laws, regulations, and policies that may apply to PRDOH's CDBG-DR projects.
- b) Support preliminary environmental evaluations to determine eligibility of project pre-application under CDBG-DR programs.
- c) Lead the coordination and preparation of environmental related studies, analysis of impacts, and recommendations for projects under CDBG-DR programs.
- d) Participate in the identification of current best practices and cost-effective solutions required to be considered in construction documentation.
- e) Lead the coordination and preparation of all required documentation to comply with NEPA, 24 C.F.R. part 58 all applicable environmental related laws and regulations in Puerto Rico.
- f) Prepare, complete and submit to PRDOH, for review and approval, all documents for Environmental Review of project(s)
- g) Lead the coordination and preparation of all documentation required to accomplish environmental reviews, for example: project description, maps, photographs, studies, consultation, and other correspondence, public notices, programmatic agreements, etc.
- h) Provide all necessary support to the PRDOH to develop and process activities regarding requests for release of funds for CDBG-DR programs.
- i) Lead the coordination of monitoring activities for environmental compliance during the construction of projects.

The Subrecipient shall inform and coordinate with the PRDOH regarding every necessary procurement for professional services. The Subrecipient shall submit to the PRDOH the required documentation before proceeding with procurement and shall expect comments from PRDOH that might require revision of the submitted procurement documentation before receiving an

approval to continue with the procurement process. The Subrecipient may request technical assistance to the PRDOH in order to prepare any required documentation related to the procurement process.

**Deliverables:** For each preliminary approved project, delivery of one (1) Application Workplan package documentation. For every professional service procurement process, the Subrecipient shall submit all required procurement documentation before starting the procurement processes and contracting any service.

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#### Task 4. Project Design Development

**Activity:** By means of internal staff and/or contracted professional services, the Subrecipient shall prepare all necessary construction documents for project development and implementation for each project approved by the PRDOH. This Task includes preparation of all required construction documentation including the following examples: drawings, property acquisition drawings and documentation, technical studies and analyses, required permits and endorsements, cost estimates, construction schedule, and necessary construction bid documentation.

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During the performance of this Task, the Subrecipient shall perform all necessary deliveries to PRDOH of construction documents at established benchmarks for revision and to demonstrate progress of work. The periodicity of deliveries shall be coordinated with the PRDOH before commencing the design development of project.

After the revision of each delivery, the Subrecipient shall expect comments from PRDOH that might require revision of the documentation. PRDOH expects to receive all necessary progress deliveries with a compliance certification of applicable codes and regulations, and the progress accomplished, prepared by the architect/engineer in charge of the design of each project. The Subrecipient may request technical assistance to the PRDOH to prepare required documentation.

The Construction Bid Package shall include, but not limited to: Project Implementation Schedule, Construction Drawings, Construction Specifications, Design, Permits, Endorsements, Environmental Review, Authorization to Use Grant Funds (AUGF), Construction procurement process amongst others PRDOH requirements.

**Deliverable:** Construction Bid Package for each approved project.

#### Task 5. Environmental Review and Clearance

**Activity:** The Subrecipient will be responsible to coordinate and prepare all necessary information to complete the Environmental Review for each approved project in compliance with 24 C.F.R. part 58 regulation. The Subrecipient may request technical assistance from the PRDOH to prepare and process required documentation.

For each approved project, the Subrecipient shall prepare and submit to PRDOH for review all required documentation to support the environmental findings for one of the following:

- a) If Exempt or Categorically Excluded Not Subject to 24 C.F.R. § 58.5 (CENST), complete review for this category using the provided template and submit to PRDOH for review.
- b) If Categorically Excluded Subject to 24 C.F.R. §58.5 (CEST), complete review for this category using the provided template and submit to PRDOH for review.

- c) If an Environmental Assessment (EA) is required, complete review for this category (including any requirements for Phase I or II site assessment) using the provided template and submit to PRDOH for review.

For each approved project, the Subrecipient shall submit the Environmental Review Record, in accordance with 24 C.F.R. §58.38, to the PRDOH for review and signature of the PRDOH's Certifying Officer. All activities must be of no impact or with obtainable mitigation activities to render the action to one of no impact. All mitigation activities must be clearly identified in the environmental review.

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For each project, if approved and the Findings of No Significant Impact (FONSI) and CEST certified by the Certifying Officer, the Subrecipient must publish the FONSI or the Notice of Intent (NOI) to Request Release of Funds (RROF) public notice for an EA or a NOI/RROF for a CEST in a newspaper of general circulation (in accordance with 24 C.F.R. § 58.43).

After all comments are received and addressed by the Subrecipient with the review modified as appropriate, the PRDOH will complete the applicable Sections of the provided template for the RROF and, as Responsible Entity, submit the RROF to HUD for approval.

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For each approved project, the Subrecipient cannot initiate any activities for which the funding is requested before the Authority to Use Grant Funds (AUGF) is received by the PRDOH and forwarded to the Subrecipient. The Subrecipient shall notify in writing the PRDOH of any change to the approved project scope and shall perform a re-evaluation of the Environmental Review to determine if the change impacts the environmental determination for the project.

During the performance of this Task, the Subrecipient shall deliver to PRDOH reports of progress of work for revision. After the revision of each delivery, Subrecipient shall expect comments from PRDOH that might require revision of the documentation.

**Deliverable:** For each approved project, if not Exempt, the publication of the FONSI/NOI/RROF for an EA or a NOI/RROF for a CEST in a newspaper of general circulation (in accordance with 24 C.F.R. §58.43). Afterwards, PRDOH will submit the AUGF to HUD. With HUD's approval for the AUGF, the Subrecipient will be allowed to move forward with the project.

#### **Task 6. Construction Bid**

**Activity:** For each approved project, upon completion of the Environmental Review and receiving HUD's Authorization to Use Grant Funds, the Subrecipient shall complete the Construction Bid Package necessary for the procurement of construction services.

The Subrecipient shall follow and comply with PRDOH's Procurement Manual and CDBG-DR applicable regulations for the procurement of construction services. The Subrecipient shall submit to the PRDOH the construction bid package documentation before proceeding with bid announcement and await PRDOH's approval before proceeding with procurement processes. PRDOH reserve the right to require revision and resubmission of procurement documentation. The Subrecipient may request technical assistance from the PRDOH to prepare required documentation for the construction bid process.

After receiving PRDOH's approval for bid announcement, the Subrecipient shall continue with the construction bid process. After receiving bid proposals and completed their evaluation, the Subrecipient shall prepare the draft construction bid award report and submit it to the PRDOH for approval before proceeding to award the bid. PRDOH reserve the right to require revision and resubmission of draft award documentation. After PRDOH's approval, the Subrecipient may proceed to award the bid and execute the construction contract.



The Subrecipient shall comply with the registration of executed contract in Puerto Rico's Comptroller Office in compliance with applicable law and regulation.

**Deliverable:** For each approved project, bid documentation for PRDOH revision and approval, including the executed construction contract registered in Puerto Rico's Comptroller Office.

#### Task 7. Construction Inspection Services

**Activity:** Utilizing internal staff and/or contracted professional services, the Subrecipient shall provide appropriate construction inspection services for each approved project.

The Subrecipient may acquire professional services to perform construction inspection services for each project. To acquire professional services the Subrecipient shall comply with procurement processes in compliance with PRDOH's Procurement Manual.

The Subrecipient shall comply with at least the following roles and responsibilities for construction inspection services:

- a) Attend preconstruction meeting and participate in weekly construction meetings
- b) Serve as the field/construction Point of Contact
- c) Provide daily and regular correspondence with the Construction Contractor
- d) Coordinate project schedule with Construction Contractor and other required participants
- e) Maintain necessary written communication with Project Manager and the Subrecipient
- f) Inspect progress and construction methods to ensure construction work meets contract requirements
- g) Communicate and resolve field problems with Construction Contractor, Project Manager, and any other affected parties
- h) Coordinate necessary activities to perform required materials testing
- i) Coordinate testing results evaluation with Architect and/or Engineer to ensure compliance with project requirements
- j) Assist the Construction Contractor with the coordination of required utility relocation
- k) Coordinate inspection activities with required Public or Private Utility Entity as required by permits or endorsements
- l) Prepare and submit necessary digital daily and monthly reports to at least document weather conditions, on-site construction personnel, hours worked, construction equipment used, detailed description of construction activities observed, photos, and documentation of any field decisions
- m) Ensure compliance with all permits and endorsements of construction project
- n) Measure and document project quantities, maintain digital record, and log of all quantities
- o) Prepare cost estimates and submit to Project Manager/Architect/Engineer for review
- p) Review Contractor quality control documentation
- q) Coordinate survey and staking needs for the project
- r) Conduct wage interviews with individual employees and provide report documentation to the Project Manager
- s) Prepare necessary project closeout documentation
- t) Prepare punch list with, among other necessary items, list of deficiencies that need to be corrected
- u) Monitor work zone traffic control
- v) Monitor project safety in compliance with OSHA regulations

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If necessary, the Subrecipient shall perform the procurement for construction inspection services of the project in compliance with the scope established in Task 3. The Subrecipient is responsible to coordinate construction inspection services to assure this service is contracted prior to construction start. Construction inspection services shall be provided in compliance with all applicable laws and regulations.

**Deliverable:** Appropriate construction inspection services capacity is in place with construction activities.

#### Task 8. Training

**Activity:** The Subrecipient will be responsible to participate in mandatory sessions of training of the following topics:

- a) CDBG-DR eligible projects requirements and National Objectives.
- b) CDBG-DR Procurement requirements.
- c) Prevention of Fraud, Waste, and Abuse.
- d) Duplication of Benefits avoidance.
- e) CDBG-DR financial management.
- f) CDBG-DR monitoring and reporting.
- g) Others, as requested by PRDOH.

#### Task 9. Reporting

**Activity:** The Subrecipient will be responsible to submit monthly reports to the PRDOH to inform status of tasks, work progress, construction schedule analysis, and financial status by project. Each report must be prepared in compliance with PRDOH's reporting requirements.

#### Task 10. Invoicing

**Activity:** The Subrecipient will be responsible to submit monthly invoices for reimbursement of costs regarding internal staff or contracted services. Each invoice must be prepared in compliance with PRDOH's invoicing requirements. The PRDOH will not reimburse the Subrecipient for work performed by employees without an authorization before performing work.

#### Task 11. Construction Project Closeout

**Activity:** For each construction project with final completion certification, the Subrecipient shall submit to the PRDOH all required documentation necessary for project closeout compliance with PRDOH's requirements.

**Deliverable:** The Subrecipient is responsible to submit a Construction Project Closeout Binder.

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EXHIBIT B

TIMELINES AND PERFORMANCE GOALS

CITY REVITALIZATION PROGRAM  
MUNICIPALITY OF YABUCOA

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TASKS	DESCRIPTION	TIMEFRAME DATES ALL TERMS DEPEND ON PROJECT COMPLEXITY	DELIVERABLES
Identification of Subrecipient Staff	After receiving Notice to Proceed (NTP), Subrecipient submits request authorization of internal key personnel.	Within 10 days after receiving NTP.	Submit to the PRDOH for revision, one Key Personnel Authorization Form for each employee.
Identification of Organizational Structure	Notify PRDOH the use of internal staff and/or contracted professional services for the management of the Program.	Within 30 days after receiving NTP.	Submit Organizational Structure and Professional Services Contracting Plan to PRDOH for revision.
Project Management Services	If the Subrecipient requires, complete contracting professional services to perform all required Project Management services in compliance with Scope of Services in Exhibit A of this agreement.	Within 90 days after receiving NTP.	Submit the Project Management Services procurement package to PRDOH for revision and approval in compliance with PRDOH Procurement Manual.
Project(s) Pre-Application Submission	After receiving access to Pre-Application System, Subrecipient will complete and submit Pre-application of each project to be evaluated for approval by PRDOH.	<p>If the Subrecipient notified to PRDOH to use internal personnel; Within 90 days after receiving access to Pre-Application System.</p> <p>If the Subrecipient decide to contract a Project Management Services; Within 45 days after the execution of the contract for Project Management.</p>	Project Pre-Application Package Submission in System for revision and approval.
Project(s) Workplan Application Submission	For each project, after receiving PRDOH's approval of Pre-Application and having in place a Project Manager, Subrecipient will complete and submit Workplan	For each project, within 30 days after receiving PRDOH's Pre-Application approval.	Project Workplan Application Submission in System.

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	Application to be evaluated for approval by PRDOH.		
<b>Architecture and Engineering (A&amp;E) Services</b>	If necessary, contracting A&E professional services to perform all required Architecture and Engineering Services including all permits and environmental services and in compliance with Scope of Services in Exhibit A of this agreement.	<b>Within 90 days</b> after receiving PRDOH's Project Workplan Application approval.	Submit the Architecture and Engineering Services procurement package for revision and approval to PRDOH in compliance with PRDOH Procurement Manual.
<b>Project Design Development</b>	Subrecipient complete construction bid package including a Project Implementation Schedule, all permits and Authorization to Use Grant Funds (AUGF).	As established in Architecture and Engineering Services contract.	Construction Bid Package (Including but not limited to: Project Implementation Schedule / Construction Drawings/ Construction Specifications/ Design / Permits / Endorsements / Environmental Review / Authorization to Use Grant Funds (AUGF)/ Construction procurement process / Others)
<b>Construction Bid</b>	For each PRDOH's approved Project Design Development, the Subrecipient shall perform the Construction Bid process in compliance with PRDOH's Procurement Manual and after receiving PRDOH's Procurement Division approval.	Within the timeframe established on the Project Implementation Schedule.	Construction Services Contract.
<b>Construction Inspection Services Procurement</b>	If necessary, contracting Construction Inspection Services in compliance with Scope of Services in Exhibit A of this agreement.	Within the timeframe established on the Project Implementation Schedule.	Submit the Construction Inspection Services procurement package for revision and approval to PRDOH in compliance with PRDOH Procurement Manual.
<b>Close-out</b>	Subrecipient will complete project Close-out in compliance with PRDOH requirements.	<b>Within 120 days</b> after construction final completion certification.	Project Closeout Binder

The Subrecipient 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 Subrecipient 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 reserve the rights to request any information to the Subrecipient as part of the Grantee responsibilities.

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


# YABUCOA-CRP-AMENDMENT A

Final Audit Report

2021-01-27

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