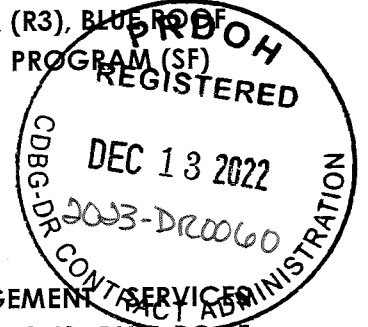




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) /
MITIGATION (CDBG-MIT)**

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



This **AGREEMENT FOR INCREASE CAPACITY-PROGRAM MANAGEMENT SERVICES HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF)**, (hereinafter referred to as "**Contract or Agreement**") is entered into in San Juan, Puerto Rico, this 12 of December, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "**Department of Housing Governing Act**" ("**Organic Act**") with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **Tetra Tech, Inc.** (hereinafter, "**CONTRACTOR**"), with principal offices in San Juan, Puerto Rico, herein represented by Jonathan Burgiel, in his capacity as Business Unit President, of legal age, married, and resident of Orlando, Florida, duly authorized by Resolution by the CONTRACTOR.

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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.

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.

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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, Tetra Tech, 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 Tetra Tech, 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 December 5, 2022, authorizing its Authorized Representative, Jonathan Burgiel, to enter into this Agreement.

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

I. TYPE OF CONTRACT

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

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

Attachment A	Contractor's Proposal
Attachment B	Scope of Work
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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

II. TERM OF AGREEMENT

- A.** This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on December, 12, 20²⁵.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twenty-four (24) months**, or expressed in days, **seven hundred and thirty (730) days** upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

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III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

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- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
 - B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIFTY-FOUR MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$54,479,400.00)**; Account Number: MITH07SFH-DOH-LM-6090-01-000/R02H07RRR-DOH-LM-6090-01-000.
 - C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment C** and **Attachment D**.
 - D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
 - E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
 - F. The services rendered under the Agreement, shall be payable within forty-five (45) business days from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within five (5) business days. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next forty-five (45) business days.
 - G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
 - H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grants. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grants or programs, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

“Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

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for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other locally applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

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

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

XI. PERFORMANCE WARRANTY

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

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

XII. TERMINATION

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

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- 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

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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.

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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.

XIV. LIABILITY

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

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

XV. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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

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

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

B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD, and its officers, agents, and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide a waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents, and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

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

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney, and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED

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DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

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

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

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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.

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

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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.

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XX. NOTICES

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

To: PRDOH	Hon. William O. Rodríguez Rodríguez, Esq. Secretary Puerto Rico Department of Housing 606 Barbosa Ave. Juan C. Cordero Dávila Bldg. San Juan, PR 00918
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To: CONTRACTOR	Jonathan Burgiel Business Unit President Tetra Tech, Inc. 251 Calle Recinto Sur Suite 202 San Juan, PR 00901
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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.

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- 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.

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- 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 *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- 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

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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:
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

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whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

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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.

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

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

Q. Compliance with documentation requirements necessary for contracting professional services with the Government of Puerto Rico: PRDOH will sign this Agreement provided that the CONTRACTOR submits proof of filing its 2021 tax return within **thirty (30) days** of the Agreement's signing. Failure to comply with the submission of the documentation may result in the withholding of reimbursements or the termination of the 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.

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- 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.

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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.

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

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

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

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

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contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

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

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

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

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

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

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

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

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

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submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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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

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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.

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XXXIV.SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- e
- 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.

XXXV. DRUG FREE WORKPLACE

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

XXXVI.SUSPENSION AND DEBARMENT

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

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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

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

XLVII. GOVERNING LAW JURISDICTION

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

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

A. Consolidation or Merger

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

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

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

B. Change of Name

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

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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.

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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

TETRA TECH, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 12, 2022 15:55 AST)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Jonathan Burgiel
Jonathan Burgiel (Dec 9, 2022 20:36 EST)

Jonathan Burgiel
Business Unit President

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7.5 Proposed Plan of Action

1. Understanding of Programs to be Implemented

In order to get people into safe homes, the Puerto Rico Department of Housing (PRDOH) has created a variety of programs intended to cast a wide net and help as many people as possible. These programs include 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).

Housing Programs Homeowner Pathways

R3 Program

Funding for repair of damaged homes, rebuild of substantially damaged homes, or relocation for substantially damaged homes in high risk areas to return displaced families to their homes or relocate them to a safer location.

Repair

To qualify for repair, the cost to repair a home must be below \$60,000 or below 50% of the home's value, whichever is least (referred to as the "Repair Cap"). However, the Program Guidelines allow the Program Manager (PM) to perform a cost effectiveness analysis that could keep a home in the repair pathway.

BRR Program

Funding to move past blue tarp rooves into a more permanent stage of repair for owner-occupied single-family homes.

Reconstruction

Once a home exceeds the \$60,000 repair cost (or 50% of the value) and the cost effectiveness does not keep the home in the repair path, the home becomes a reconstruction. Depending on the family's needs, the program will provide them with a two, three, or four bedroom home. If the family has Americans with Disabilities Act (ADA) needs, the model home will include ADA features. The program also provides an elevated reconstruction option to homeowners that have homes located in the 100-year floodplain, and whose repair costs exceed the Repair Cap. The homeowner must have declined relocation and the home cannot be elevated more than 5 feet.

SF-MIT Program

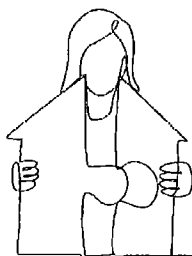
Funding and mitigation assistance to owner-occupied households that are uninhabitable, substantially damaged, and/or facing an immediate threat, with a focus on minimizing future loss.

Relocation

For homes that are located in the 100-year floodplain with a cost of repair that exceeds the Repair Cap, the program offers a relocation option, when it is not reasonable to elevate. We understand it is PRDOH's first priority to move applicants out of the floodplain. This option is also available to those that qualify for reconstruction but do not wish to reconstruct. The program will give the post-hurricane appraised value to the homeowner with a maximum voucher amount of \$200,000.

Integrated Support

These programs are supplemented by a Housing Counseling Program and a Title Clearance Program. These programs are intended to help applicants navigate housing and financial options and to assist them with issues of title. Referrals to these programs will occur when requested or required by the applicant or when required by the program.



The key to the program is to **determine the best path for the applicant.** There are objective standards that must be met to qualify for each path, but the program also offers subjectivity to make the best choice for the program and the applicant.

Summary of Timeline and Deliverables

TASK	MONTH																																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38		
Start up	♦	●	●	●	●	●	●	●	●	●	●	●	●	●	○																									
Contract Execution	♦○																																							
Kickoff Meeting with PRDOH	♦○																																							
Call Center and Intake Center Mobilization	♦○																																							
Initial Staff Up	♦	○																																						
Process Mapping and Policy Review	♦○																																							
Develop Plans and Training Materials	♦	○																																						
Program Plan and Software Overview with PRDOH	♦○																																							
Training (Ongoing)	♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Task 01 Targeted Outreach		♦	●	●	●	●	●	●	●	●	●	●	●	●	○																									
Targeted Calls, Emails and Other Outreach		♦	●	●	●	●	●	●	●	●	●	●	●	●	○																									
Task 02 Complete Applications of the Program		♦	●	●	●	●	●	●	●	●	●	●	●	●	○																									
Application Intake		♦	●	●	●	●	●	●	●	●	●	●	●	●	○																									
DOB Review			♦	●	●	●	●	●	●	●	●	●	●	●	●	○																								
Eligibility Review						♦	●	●	●	●	●	●	●	●	●	○																								
Pre-eligibility Notification Letters							♦	●	●	●	●	●	●	●	○																									
Task 03-A Damage Assessment & Initial Project Intent							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○								
Environmental Desktop Review							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○									
Appraisals and Surveys (as needed)							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○									
Damage Assessment							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○										
Damage Assessment Report							♦	●	●	●	●	●	●	●	●	○																								
Project Intent Determination and DOB Re-evaluation							♦	●	●	●	●	●	●	●	●	○																								
Assign a CM, Coordinate Site Walks, and Complete Walk								♦	●	●	●	●	●	●	●	○																								
CM Damage Assessment								♦	●	●	●	●	●	●	●	○																								
CM SOW Review and Approval									♦	●	●	●	●	●	○																									
Pre-Award Notice and Preliminary SOW Acceptance Form										♦	●	●	●	●	○																									
Task 03-B Risk Assessment & Initial Project Intent							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○										
Environmental Desktop Review							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○											
Appraisals and Surveys (as needed)							♦	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	○												
Risk Assessment							♦	●	●	●	●	●	●	●	●	○																								
Property Risk and Vulnerability Field Observation Report							♦	●	●	●	●	●	●	●	○																									
Risk Assessment Report							♦	●	●	●	●	●	●	●	○																									
Project Intent Determination							♦	●	●	●	●	●	●	●	○																									
Assign a CM and Coordinate Site Walks							♦	●	●	●	●	●	●	●	○																									
CM Site Walk and Damage Assessment							♦	●	●	●	●	●	●	●	○																									

♦ Initiation ● Active ○ Activity End

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2. Plan for Management of Major Tasks

Tetra Tech will manage this program with consistency, where each stakeholder understands the required outcomes and expectations of the process, working together as one team. Program success occurs when everyone who is involved has a clear understanding of the goals, is equipped with the tools to deliver their work, and is guided by a roadmap to **how** they are going to get there. This management plan will provide the basis for that roadmap.

2.1 Task 01: Targeted Outreach and Application Intake

Tetra Tech will use a variety of outreach and contact techniques to successfully connect with potential applicants to educate them on the available programs, answer questions they may have, and gather intake forms from those interested. A dedicated team of specialists will perform 12 months of outreach focused solely on connecting with the potential applicant pool. Tetra Tech will maintain a daily program dashboard that showcases the contact efforts throughout this phase. **The goal of Tetra Tech's outreach is to get program information into the hands of every potential applicant for BRR and SF-MIT programs.**

Tetra Tech will establish call center(s) 30 days from contract execution and begin outreach within 15 to 30 days thereafter to immediately engage potential BRR and SF-MIT applicants. This period is essential to properly train our staff on the messaging, guidelines and policies associated with each program. Outreach will start with a 3 to 5-week campaign addressing areas pre-determined to have high potential applicant populations. Communications will include multi-lingual door hangers providing information on how to reach the call centers, basic eligibility requirements under each program, and contact information so residents can learn more.

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Adaptive and Clear Communication

We will give potential applicants the option to **attend a workshop in their community** to learn more about the programs being offered. We will provide a dashboard to PRDOH to report on households that have been contacted, method of contact, and their interest. This report will be web-based, available at any time with information that is updated constantly.

We also understand communities in central Puerto Rico may not have reliable cell phone service. We recommend that PRDOH utilizes Tetra Tech's **successful outreach method of dropping off door hangers** before an applicant is determined non-responsive.

The mail can be unreliable for certain areas of the island, so we will implement a variety of alternative communication methods, including phone calls, community meetings, *altoparlantes*, partnerships with the faith-based community and other community groups, neighborhood canvassing, and social media, will be employed to reach potential applicants and transition them to a designated case manager. Once connected, the case managers will follow up bi-weekly via email and phone calls to keep applicants engaged in the program. Moreover, applicants will be provided with access to an online dashboard within Tetra Tech's software suite to monitor the status of their case file.

Using a **data-driven approach to direct outreach targets and methods**, call center logs and applicant data will be analyzed to identify demographics and geographies with the highest and lowest response rates. This will allow Tetra Tech to more effectively identify gaps and provide targeted outreach to fill them.

Call Center: Tetra Tech will identify a call center location and procure space within 2 weeks of contract execution. The call center will open within 30 days of contract execution. Prior to opening, our priority will be hiring local and bi-lingual staff members who will be assigned to the call center for regular and extended hours (weekends and evening to better reach households). Part of the call center staff's responsibility is to support the outreach team, but it is important to note that the call center staff is separate and apart from the outreach team. The call center staff's sole responsibility will be to make, receive, handle, and respond to calls from applicants who heard about the program through outreach, those that were referred by the Program or officials, and general questions from the community.

Outreach and Marketing Plan: A proven method of success for Tetra Tech's outreach is to provide designated outreach specialists and an experienced Public Information Officer (PIO) manager to solely focus on the outreach efforts, in this case targeted outreach for the BRR and SF-MIT programs. Within 30 days of contract execution, Tetra Tech's PIO Manager will compile a comprehensive Outreach and Marketing Plan that outlines the goals, target audience, and communication methods of the outreach for the BRR and SF-MIT programs. The initial Plan will outline the methods to engage target audiences, including potential applicants, municipality officials, and community leaders in target areas and the public. The PIO Manager will work with the specialists to create outreach initiatives to successfully connect with potential applicants and connect with community leaders to get the word out in the communities. The Plan will outline phases of the year-long outreach initiative and be used by outreach specialists and the PIO manager to engage and inform potential applicants and the public. The Plan may be revised to include new outreach methods as additional neighborhoods with high populations of potential applicants are identified.

Outreach Training: Outreach specialists and call center staff will be immersed in training their first week of hire. Moreover, Tetra Tech will host a daily check-in to discuss time sensitive program changes and questions. Every week, each team will meet with the PIO manager for ongoing technical training and to discuss lessons learned. To ensure that call center staff remain available and dedicated to answering calls and referring cases to the appropriate case managers, the call center will have a dedicated team of staff with an experienced manager.

Scripted Communications: Call scripts will be provided within the first week of hiring, and training will be completed and documented for each member of our call center and outreach team for consistency in customer service. Outreach specialists will be provided with scripts for calls, emails, and Q&A before communicating with applicants to ensure consistency in messaging. Program FAQs will be created for answers to common questions, which will be provided to call center staff and posted on our portal and the program's website, as allowed by PRDOH.

Reaching Remote Areas: For remote areas, successful outreach strategies include bi-lingual door hangers, *altoparlantes*, radio PSAs including demographic-specific radio stations, advertisement in community newspapers, informational flyers at common community spaces such as grocery stores, recreational and churches, and flyers in utility bills. In these communities, Tetra Tech will work with the municipalities to develop community-based efforts, such as community meetings in large, local groups. In more urban areas, Tetra Tech will support PRDOH with additional proven outreach initiatives, including partnering with community organizations to provide content to post through video ads,

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signage in public transit stops or on bus benches, and social media campaigns (Facebook, Twitter, Instagram, Tik Tok, Nextdoor) targeted to neighborhoods with geofencing.

Collecting Feedback for Continuous Improvement:

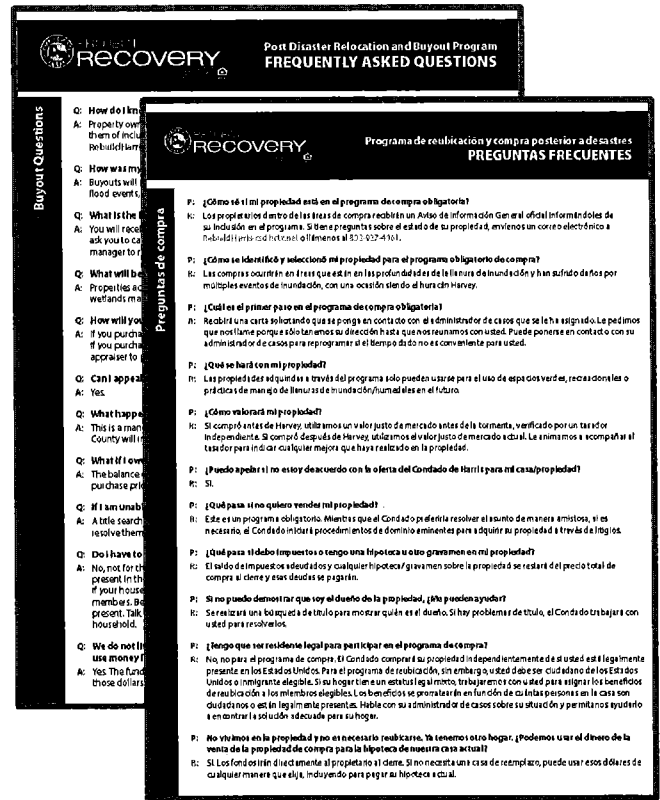
Outreach staff will have a daily check-in with the PIO manager to discuss common issues, questions, and/or feedback being received from potential applicants, community members, and/or program staff. The PIO Manager will review the list, track patterns and take action to remedy or address issues. Issues and their resolution will be logged for record keeping, process improvement, and program transparency.

Dashboard Reporting: The call center and outreach team’s statistics and data per property will be provided in an **Applicant Contact Dashboard** format for ease of understanding where each property’s outreach is in the process. In addition to reporting out on the outgoing contact and communication effort, the team will document important incoming inquiries or complaints in a memo to PRDOH within 72 hours of receiving information from elected offices or high-profile community members. Tetra Tech believes success is more easily achieved by remaining transparent and solution oriented. By providing PRDOH with dashboards, timely memos, and working sessions, we will more easily refine processes to our customer’s wishes.

Intake: Because the R3 Program does not require outreach, intake centers need to get set up immediately for R3 intake and eligibility. Like the call centers, Tetra Tech will identify intake center locations and procure the spaces beginning 2 weeks from contract execution. **The intake centers will open within 30 days from contract execution.** Tetra Tech will be hiring, training, and equipping intake centers with case managers, case manager leads, and experienced Eligibility Managers who will lead the intake, eligibility, and verification process. Tetra Tech will have separate teams for the SF-MIT projects and the BRR and R3 projects, as noted in the organizational chart.

Quality Assurance and Quality Control

Tetra Tech will create a call script for the outreach specialists, call center staff, and case managers along with comprehensive list of common Q&As and FAQs so that all program staff are speaking the same language and providing the same information. After speaking with customers through the call center or other engagement channels, we will follow up with an email that includes a pamphlet or documentation of their options under R3, BRR, or SF-MIT. We will make follow up phone calls to those applicants that rejected the program to gather input and verify that the



Sample Relocation and Buyout Program fact sheet developed for Harris County, Texas (English and Spanish)

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information they were given was accurate and, if the information was given accurately, to document the reason for their lack of interest in the program.

The outreach specialist and call centers will also have daily check-ins with their managers to help answer any questions or issues that may arise during outreach, to establish proactive problem solving throughout outreach and intake for the program. Tetra Tech will also establish and maintain an outreach dashboard for Program officials to be able to quickly and easily identify where each potential applicant is in the outreach process. Contact logs will be kept for every potential applicant, allowing managers to ensure proper engagement per property.

Timeline for Key Activities

Activity	Timeframe to Complete
Procure office space for call center	Within 2 weeks of contract execution
Call center fully operational	Within 30 days of contract execution
Calls and emails begin	Within 45 days of contract execution
Community based efforts begin	Within 60 days of contract execution
Offices set up and staffed to accept applicants	Within 30 days of contract execution

2.2 Task 02: Complete Applications of the Programs

The goal for this task is to determine Program eligibility rapidly and accurately so eligible applicants can move through the process with as little disruption as possible. Tetra Tech will collect the information required under CDBG-DR and CDBG-MIT and the program guidelines

to make a HUD-based determination on eligibility and duplication of benefits. To reduce the burden on the applicants and frustrations from the public, an essential objective of this task is to keep applicants well-informed on the process and provide them communication options to keep them continuously informed of their status.

Consistent Communication with Applicants

The key to success with applicants is constant and consistent communication. Tetra Tech is known for shepherding applicants through the process and will provide a **status update to applicants every 21 days**.

In addition to regular conversations with their case manager, Tetra Tech will also provide an **online dashboard** so that applicants can view their application status and a checklist of submitted and pending documents, available online 24/7 with integrated and automated reminders. This online dashboard will be paired with **eligibility checklists** to clearly explain what must be provided (and what is missing) until they can reach an eligibility determination.

Tetra Tech will complete **eligibility and verification determination within a week of receiving all the information/documents from the applicants** and begin the prompt process of sending notification to PRDOH for a Pre-Eligibility Notification Letter.

This objective is accomplished through pairing each applicant with an engaged and caring case manager that will provide support in gathering application and eligibility documentation. To build a positive relationship between the case management team and the applicant, **the goal is for the same case manager to be the applicant's point of contact starting from pre-application contact with our call center all the way to project closeout.**

It is imperative that applicant information is collected in a way that is convenient to the applicant, verified timely by our experienced team of case managers, recorded properly within the system of record, and verified using Tetra Tech's

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proven eligibility and verification expertise so that the eligibility determination holds up in HUD monitoring to protect applicants and PRDOH. Tetra Tech understands that success with intake and eligibility begins and ends with proper communication and teamwork between the case manager and the applicant seeking services. To achieve this, Tetra Tech will be providing a variety of resources for the applicants to understand what documents they need to provide to the program and when to provide them.

Informational Materials: One of the pillars of success for Tetra Tech case management programs is to disperse material during the first meeting with the applicant that clearly explains the process flow of each program (R3, BRR, and SF-MIT). This bilingual and easy-to-read material includes information on:

- What is required to complete intake
- What is required to complete eligibility
- What happens when eligibility is determined
- The point at which the award type is determined
- How the determination type will be presented
- Inspections before and during construction
- The award signing process
- Construction timelines and expectation
- Closeout requirements

With a clear understanding of the program requirements and process, applicants can **move through a complicated process with confidence in the team working on their case** and, potentially, into their home.

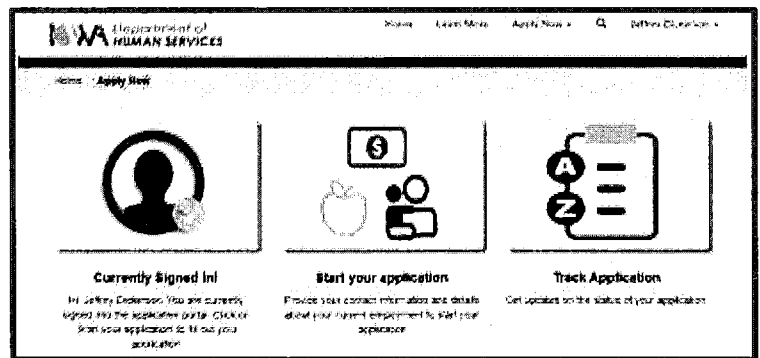
Intake Centers: To ensure timely movement through the intake, eligibility, and verification process, we need to make it easy for the applicant to find and submit their required documentation. This starts by selecting a **central location for the main intake center and strategically placing additional intake centers** (at PRDOH’s request) in areas with the largest populations for R3 and potential BRR and SF-MIT applicants. We understand that travel is not easy in Puerto Rico, especially for applicants that may not be able to travel due to health issues, transportation issues, or other extenuating factors. To minimize or eliminate the time it takes an applicant to travel to provide documentation to the program, Tetra Tech will collaborate with Puerto Rican agencies to use online methods that would facilitate acquisition of these documents.

Online and Offline Applications: For those applicants that have access to the internet, we will create a web-based form for document submissions. For those that do not have access, we will have off-site document drop off areas, such as at a neighborhood convenience store, that will reduce their driving time. Alternative options for the intake of eligibility and verification documentation include Tetra Tech’s mobile intake centers and staff that will travel to

applicant’s homes, as necessary, with the tools required to be able to scan applicant documents using electronic tablets. If we have the ability to gather the documents on behalf of the applicant, we will.

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Sample application portal (applicant view) for State of Iowa Department of Human Services

Application Status Updates: To guide the applicant through a complicated process, Tetra Tech will provide a dashboard of all the submitted and pending documents and automated reminders. We will also keep the applicant updated as to the status of their application through the applicant's preferred communication style every 21 days.

Documentation and Eligibility Review: The case manager, with technical support from the case management leads and Eligibility Manager, will collect the necessary information to determine eligibility and DOB. It is imperative that applicant information is reliably collected, verified, and recorded in the system of record. Once we have the documentation, as confirmed by the **program-specific (R3, BRR, or SF-MIT) flow charts and file eligibility checklists**, we will verify the data to determine eligibility. The case manager assigned to the applicant's case will finalize the eligibility determination within a week of all eligibility documentation submission to the case manager. A notification will be sent to the case manager's lead, and the lead will have 3 days to do a comprehensive QA/QC of the case file against the checklist and new program guidelines to confirm documentation is accurate and complete.

Eligibility Recommendation and Notification: If the determination confirms the applicant's eligibility for the program, a notification will be sent to the Eligibility Manager and the R3/BRR or SF-MIT Deputy Program Manager, who will complete executive QA/QC before sending to PRDOH for pre-eligibility notification letter approval, including a recommendation on eligibility. These communications will be templated, including **standardized pre-eligibility, eligibility, ineligibility, and/or withdrawal confirmation letters**. Upon PRDOH approval, Tetra Tech will send pre-eligibility notification letters within 5 days and begin the inspections process so award determination can commence. If it is confirmed that an applicant is ineligible for the program, the lead will approve the determination and notify the applicants in writing within one week, including their rights to appeal.

Managing Applicant Inactivity: If an applicant becomes inactive, ineligible, or requests to be withdrawn from the program, Tetra Tech will send out certified Applicant Inactivity Notice, Program Ineligibility Letter or Applicant Program Withdrawn Notice, respectively, so that the program has proper file documentation of case status. Moreover, until the file is closed out, Tetra Tech will utilize a HUD recommend practice of keeping a **contact log per applicant**, which will be monitored by leads and can be referred to if a historical question ever arises on a case.

Fraud, Waste, and Abuse: While it is important to process applications and come to award determination, it is also important to incorporate processes to detect and prevent fraud, waste, and abuse effectively and quickly. Tetra Tech will utilize common HUD practices such as approved fraud statements on intake and eligibility documents, subrogation agreements, and verification of award funding databases (FEMA, SBA, NFIP) to cross reference potential DOB amounts.

YES		N/A	DATE	TAB #	FILE CONTENTS
<i>Right Side of File</i>					
				27	Property Appraisal
				28	Desktop Site Review
				29	Site Inspection Checklist
				30	DOB Site Assessment (if needed)
				31	Property Risk Assessment Field Observation (SF-MIT)
				32	Repair/Retain or Reconstruction Scope of Work
				33	Initial Project Intent Notification
				34	Pre-Award Scope of Work Notification and Applicant Acceptance
				35	CM Scope of Work Executed
				36	Elevation Survey (if needed)
				37	Tier II Executed
<i>PRDOH Duplication of Benefits Review</i>					
				38	Program's Duplication of Benefits Preliminary Review
				39	Pre-Award DOB & Income Recertification before Grant Agreement
<i>Additional Documents</i>					
				40	Relocation Request Form (if needed)
				41	Insurance Agreement
				42	Subrogation Agreement
				43	Lease Transfer (if needed)
				44	MHU Land Owner Agreement (if needed)
				45	Award Package (Rehab, Reconstruction or Relocation)
				46	ORA Request (if needed)
				47	Additional Case Notes (if needed)
				48	URA Notices to Voluntary Donors
				49	URA Notices to Tenant/Occupants (if needed)

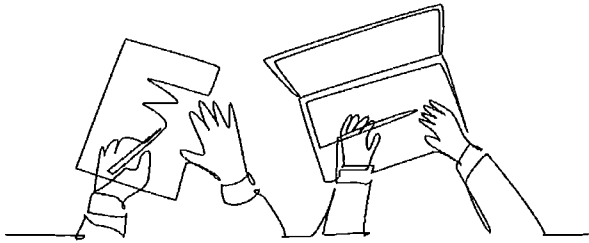
Sample Eligibility Review Checklist developed for St. Johns County, Florida

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Quality Assurance and Quality Control

Staff experienced with the HUD eligibility criteria for each program will create the **program-specific checklists** identifying documentation required for eligibility. Tetra Tech will have continuous **monthly all-staff trainings** on applicant communication, documentation collection and standards, and file checklists to assure quality and consistency. **Weekly program-specific team meetings** will focus on common issues so staff can proactively make changes in the process.



To solicit direct feedback on our service, **program surveys** will be provided to applicants, who will be able to provide feedback on their case manager and program process, allowing Tetra Tech to cater trainings for the staff based on input from the community.

Every file will be thoroughly reviewed by the case manager leads at each phase of the process – application intake, eligibility determination, pre-eligibility award, award determination, grant agreement signing and file closeout. The checklist will be continuously improved based on quality control findings. Files will be selected monthly at random for **quality audits** by the compliance team and audited for compliance. Issues found in the files will be discussed not only with the case manager and case manager lead, but also brought up in the weekly team meetings so that common issues are addressed efficiently. A **management-level dashboard** will also be created that showcases an aging report function per case file so that lagging cases will be flagged for review. This will allow management to help identify and solve bottleneck issues before they become program problems.

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Timeline for Key Activities

Activity	Timeframe to Complete
Finalize eligibility determination	Within 1 week of all eligibility documentation submission to the case manager
Complete comprehensive QA/QC of the case file and notify PRDOH of verified eligibility status	Within 3 days of receipt of case file
Distribute pre-eligibility notification letters to applicant and begin program inspections process	Within 5 days of PRDOH approval
Respond to applicant contact	Within 3 calendar days from applicant contact

2.3 Task 03-A: Damage Assessment & Initial Project Intent Notification

The Damage Assessment and Initial Project Intent process is crucial to the efficiency of the rest of the process. Making a mistake in the damage assessment could set the customer and their property on the wrong path. This would not only slow down the process but could also cause distrust and frustration on the part of the applicant. **At this stage of the project, our goal is to get a clear understanding of the damage to the home, tie-back to the storm, and the site conditions to avoid changing project intent after an award determination has been made.**

Tetra Tech will be responsible for assessing the damage on each property and preparing a preliminary scope. **We have performed hundreds of damage assessments for the R3 program and have carefully refined our processes and**

Leveraging Virtual Tour Technology



We will exceed the goals in Task 03 by utilizing Matterport's virtual tour technology. This will assist us in accurately determining the intent for the project based on the data collected at the time of the initial inspection. With this platform, Tetra Tech offers live, interactive digital scans of site footprints for compliance monitoring and reporting.



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integrated lessons learned, resulting in little or no re-work due to missed scope items. When conducting the assessment, we will coordinate with the customer and the environmental inspector. The primary objective of the assessment is to determine the project intent, which includes understanding the damage to the home and the site conditions (including utilities and septic systems), as well as whether the property is located in a floodplain and requires elevation. The assessment must gather the data regarding the site, the exterior elements, the interior elements, the environmental conditions, and work that has been done by the customer on the home. Tetra Tech will use this documentation and photo evidence to generate a damage assessment report in Xactimate, a software we are immensely familiar with and are currently utilizing on our home recovery programs, that will give a line-item assessment of the necessary repairs of the home.

Tetra Tech will complete a **desktop review** to compile data on site conditions before the inspection. The desktop review data will accompany the damage inspector during the site walkthrough, so the inspector is versed on the aspects of the

property and structure while compiling the damage assessment. Tetra Tech understands the need to accurately scope the damage assessment to get an accurate project intent and reduce the possibility of changes in project intent after inspections and/or progress has been made with the customer confirming repair, reconstruction, or relocation. To achieve this, the damage inspectors will provide specialized focus to the roofs, site conditions, and the size of the lot. For example, roofs could have extensive damage that may not be readily apparent without destructive testing. Site conditions include grading conditions that would require extensive retention walls or columns, underground caves, drainage, and/or unstable soils. Lastly, some lots would require extensive redesign of the model homes. This is not to say that the home could not be built on said sites, but the cost could quickly become economically infeasible.

Floodplain Assessment: Prior to the initial damage assessment, Tetra Tech will review existing data for the floodplain determination for each site. If necessary, a licensed surveyor will determine the necessary base flood elevation required, by evaluating the structure location to determine if it is in a flood zone. Our inspections will be properly coordinated with the customer, the environmental inspector, and the property inspector. If the home is in a floodplain, we will also perform an appraisal and an elevation survey to better understand the best pathway for the property.

Documenting Site Characteristics: To make sure the correct dwelling is assessed, Tetra Tech will use a **photo software** that assists in capturing the GPS coordinates, date, and time of the assessment. Tetra Tech will also include a **Matterport scan** of the home to determine the necessary means to suitably grade the lot to maximize soil erosion control. Properly grading the lot with swales will allow water to run off in a specific location away from the dwelling. We can correct the natural slope of certain sites to enhance drainage. With this same technology, we can also seek and recognize structural deficiencies around the perimeter of the home. We can zoom in on specific areas of the home to confirm that the intent of the scope is correct. We will be looking for deficits in load bearing and non-load bearing walls, roofs, and foundations.

Area of Potential Effect (APE)

Key to identify in damage assessment phase to reduce cost and delays due to re-evaluation of environmental review and SHPO consultation.

Electrical Hazards: We will identify electrical hazards during the site assessment. We will inspect the wiring of the home and check for open or ungrounded or exposed wiring. We will check that each dwelling unit has the correct receptacle, whether it be a tamper – resistant or ground-fault circuit interrupters. We will review the panel for sizing to meet the program standards.

Water and Waste Assessment: Tetra Tech will look for and identify water sources and waste disposal associated with dwelling unit. If the home has a septic system or is tied into the municipal waste lines, the site assessment will be scoped to replace, repair, or correct waste and water supply fixtures and equipment.

Scheduling Inspections: Scheduling begins with the coordination of the inspection. Tetra Tech's construction coordinator will coordinate inspections with the customer, the environmental inspector, the damage inspector, and the appraiser/surveyor, as applicable. The construction coordinator will have access to a scheduling report as applications become eligible. This queue will be sorted by municipality so the construction coordinator can more easily distribute the inspections. Each inspector will also have a report to view upcoming inspections. The case manager may assist the construction coordinator, if necessary, by calling the customer to let them know the construction coordinator will be contacting them and the potential timeline for scheduling. The construction coordinator will work with the parties to schedule the damage inspection based on the customer's availability. If the home is in a floodplain, the program will also perform an appraisal and an elevation survey, ideally on the same day. Our intent is to inconvenience the customer as little as possible.

Damage Assessment Standards: Our damage inspection will be performed to strict standards. As requested by PRDOH, a comprehensive interior and exterior damage inspection will be conducted at every home and as noted above, will include a Matterport scan. We will also conduct an on-site interview with the customer to get an understanding of any storm-related damage present on the property and other site or structural issues. We will have strict written processes including a **standardized checklist for site desktop review, Xactimate inspections, and Matterport inspections**, which all damage inspectors and damage assessment leads will be trained upon hiring, dictating the number of photos per room, the labeling conventions for the photos, and how the photos should be

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taken. As a result, inspections will be consistent across the program. As damage inspectors will be conducting standardized damage inspections, we can easily identify and implement necessary improvements.

Comprehensive Documentation for Project Intent: If the damage inspectors determine that the home is a potential relocation during the damage inspection, they will take additional in-depth photos of issues for file documentation. We understand that most homes that move to relocation do so because of site conditions; therefore, those site conditions need to be identified at the first visit. Similarly, if the home appears to be a reconstruction, the damage inspectors will take additional photos to fully document that the home could not be repaired. Most homes change project intent from repair to reconstruction due to roof damage. Should the damage inspection land in a gray area, the damage inspectors will notify the construction coordinator to requests additional tests if possible, such as core tests or geotechnical studies.

Estimated Cost of Repairs: Once the damage inspection is complete, our damage assessment team will prepare a preliminary Estimated Cost of Repairs (ECR) using Xactimate. We expect that the assessment team will have all the information necessary to prepare the ECR and to make the initial project intent determination within 45 days of the Pre-Eligibility Notification Letter. As noted above, the damage assessors will not only have access to all the pictures and reporting from the inspector, but also the Matterport system, which will allow them to review the home more thoroughly. It is our experience that relying on pictures only could miss certain areas of the home and require additional site visits. Matterport will allow the damage assessor to visit the home virtually.

Initial Project Intent Determination: Because the confirmation of the award type depends on the confirmation of site conditions identified in the Tier II, Tetra Tech expects to utilize a process we have found successful across our housing programs. We will have the damage assessor cross-reference the completed Tier II with the finalized ECR before submitting to the damage assessment lead for approval. Within 3 days of the ECR and Tier II QA/QC by leads and documentation in the system of record, the damage assessment manager will submit a notification to the Program that the Initial Project Intent Determination has been identified.

Additional Inspections: As part of our process improvement efforts, damage assessors will have autonomy to request additional inspections and/or meetings with the damage inspectors to make a fully educated Initial Project Intent Determination. For every damage assessment that requires additional information, we will document the reason through a root cause analysis, analyze lessons learned, and modify our processes to prevent future issues.

Duplication of Benefits Analysis: Once the Initial Project Intent Determination is complete, the damage assessment

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MONROE COUNTY, FLORIDA
VOLUNTARY HOME BUYOUT PROGRAM
Duplication of Benefits Certification

Case Number: _____
 Property Address: _____ affirm the following:
 I own the property at _____ and make this Certification in connection with the buyout of that property under the Monroe County CDBG-DR Voluntary Home Buyout Program.

I have received no other federal assistance, or funds from sources other than those set forth above.

We understand that in accordance with HUD regulations, the disposal of a project does not affect HUD's right to disallow costs and recover funds on the basis of a later audit or review.

We agree to notify Monroe County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, the Small Business Administration, the State, or any other entity.

Source of Assistance	Amount Provided	Amount Spent	Use of Funds for Housing Services
Federal Government (e.g., FEMA)			
State Government (e.g., Florida)			
Local Government (e.g., Monroe County)			
Private Organizations (e.g., Insurance, Small Business Administration, Non-Profit)			
TOTAL	\$	\$	

11/1/20

manager will send a notification to the case manager and case manager lead that the property is ready for a pre-award Duplication of Benefits (DOB) analysis. The notification will be sent with the ECR of repairs that were completed on the home post-storm to document DOB reductions. To update and finalize pre-award DOB, Tetra Tech will re-run available databases, such as FEMA, SBA and NFIP, to confirm that additional funds have not been awarded to the customer. An **updated DOB certification** will be compiled by the case manager and sent to the customer for execution. Once finalized, the case manager will then submit back the documentation to the damage assessment manager who will begin the process of assigning the case to a CM and scheduling a site visit through the construction coordinator.

Agreement of Award Determination: The site visit with the CM will provide confirmation that the CM has not identified items outside of the ECR that would be required to be addressed in the scope. Due to our extensive data collection during the environmental desktop review and thorough site visit examination with the Damage Assessor, Tetra Tech will expect little or no additional scoping or data from the CM that Tetra Tech hasn't already confirmed. However, if the CM provides additional scoping, especially scoping that would change the project intent, we will review the scope thoroughly with them. If the additional scope was missed by our team, we will analyze the cause and modify our processes to prevent this from happening in the future. If the additional scope was incorrect, we will meet directly with the CM to understand their processes and help them adjust to prevent this in the future. In either case, it is important to correct processes for either party to more effectively and quickly move to grant award.

After confirmation of the award type, the CM and damage assessor will sign an agreement of the award determination (repair, reconstruction, or relocation) and Tetra Tech will coordinate the initial scope of work development by the CM. Tetra Tech will require that the CM submit their scope within 10 days of the site visit. The scope of work and pricing provided by the CM will be analyzed against the Xactimate report to confirm cost reasonableness to confirm a **CM verified Scope of Work**. If a cost is higher than the Xactimate market standards, Tetra Tech's damage assessor will be responsible for notifying the CM which line items needs to be reduced unless justification can be provided.

Customer Notification: Once the Scope of Work is verified, Tetra Tech's software suite will automatically notify the case manager, who will contact the customer to orient them on the scope of work, duplication of benefits, and/or any subrogation. If necessary, the case manager will schedule a meeting between the customer, the CM, and the damage assessor to discuss the Scope of Work and answer questions regarding the determination. Once the customer documents their understanding and accept of the scope of work on their Pre-Award Notice and Preliminary Scope of Work Acceptance Form, Program award coordination can commence.

Quality Assurance and Quality Control

Tetra Tech will create **process standards and checklists** to assure quality. Each home will be inspected in the same manner following a checklist for standards to be followed. This checklist will be improved based on quality control finds. We will use **Matterport virtual tours** to capture documentation for the interior and exterior of the home. We will be able to review and assess the site conditions, drainage, and grading conditions for the home. Supervisors will review all files at a high level, as well as do a **quality audit** on a percentage of randomly-selected files to control quality.

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Timeline for Key Activities

Activity	Timeframe to Complete
Submission of scope by CM to Tetra Tech	Within 10 days of site visit
Completed Initial Project Intent Determination	Within 45 days of Pre-Eligibility Notification Letter
Customer pre-award notice and preliminary SOW acceptance form complete	Within 3 days of project intent determination

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

The goal of Task 03-B is to assess a property's level of vulnerability and make an accurate project intent determination. Tetra Tech will be looking for property and site damage, life safety hazards, erosion, or potential landside conditions to be corrected. Tetra Tech will complete a comprehensive review of previously collected data, floodplain, and historic data available, and our own survey of the site conditions and environment. Upon completing this review, Tetra Tech will be able to determine a property's level of vulnerability and submit a **Property Risk & Vulnerability Field Observation Report** to PRDOH determining the applicant's eligibility for the SF-MIT program. Tetra Tech's risk assessment processes are similar to the damage assessment process in some ways, with some variation. For both damage assessments and risk assessments, we will:

- Gather as much data as possible from the site, dwelling, and desktop reviews to get an accurate project intent
- Focus on roofs, site conditions and lots to prevent those applications that are most likely to change intent
- Perform a floodplain determination and, if the home is in a floodplain, perform an appraisal and elevation survey
- Utilize Matterport to document site characteristics
- Identify electrical hazards and determine water and wastewater sources
- Utilize coordinators to schedule inspections with as little inconvenience to the customer as little as possible
- Follow strict assessment standards to conduct consistent assessments, including the use of Matterport
- When the project intent is in question or in a gray area, we will take every measure during the assessment to document the potential issues changing the project intent, and conduct additional visits or tests as necessary
- Prepare our preliminary scope of work on Xactimate
- Cross-reference the completed Tier II with the finalized ECR
- Conduct a pre-award DOB analysis, including re-running of available databases to confirm additional funds
- Confirm with the scope of work with the CM and collaborate on differences, if any
- Orient the customer with their scope of work and answer any questions they may have, in order to get the Award Notice and Preliminary Scope of Work Acceptance Form

The processes listed above are intended to provide a consistent and high-quality deliverable and are the same for both damage and risk assessments. However, damage assessments and risk assessments are very different. A damage assessment looks backward, and a risk assessment looks forward. Unlike damage assessments, risk assessments do not need to be tied to the storm. Risk assessments are not necessarily looking for damage; they are looking for risks and vulnerabilities that could put the customer in danger during the next storm.

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Industry-Leading Site Assessment

Tetra Tech is the largest environmental services firm in the U.S., ranked #1 in environmental management by ENR, with over 25 years of disaster recovery experience. **For PRDOH alone, we have completed more than 9,300 site inspections, 8,000 Tier 2's, and 7,200 Cultural Resources reviews with a 95% success rate.**

- Our existing processes and personnel are in place to be capable of beginning environmental work immediately.
- We will incorporate feedback of past program performance, lessons learned, and specific program improvement needs from PRDOH, coupled with advanced QA/QC review by senior professionals throughout the entire program.
- Incorporation of ENV SMEs into the Damage Assessment process will virtually eliminate errors in determining the project intent.
- Development of protocols for completion of Damage Assessments simultaneously with the Environmental Field Observation Inspection.
- Alignment of environmental staffing resources by regional familiarity and expertise.

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Property Risk Assessment Field Observation. Our inspectors will conduct a property risk assessment site visit to look at the site, accessibility, infrastructure, and the dwelling to review potential risks, or modifications to the structure or site that could prevent a risk. For example, confirming if there any issues with the structure, such as exposed rebar, that could become a vulnerability. Based on these observations, the inspector will develop a property risk assessment field observation report.

Property Risk Assessment Report. The Program Manager Risk Assessor shall be responsible for conducting a Property Risk Assessment (PRA) for every applicant deemed initially eligible for the SF-MIT program. This assessment will rank a property's level of vulnerability by identifying its unmet risk mitigation measures. The PRA consists of the risk assessment site visit above, 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. The goal of the site inspection will be to determine prior damage from Hurricane Irma and Maria, for documentation purposes, while assessing the level of site vulnerability in terms to hurricane force winds, flooding, earthquakes, and landslides. Based on the desktop review and a risk assessment site visit, a technical feasibility evaluation will be created. The evaluation will confirm the construction feasibility of the elevation and/or other mitigation measured that would be required on the site to reduce their risk against future disasters. If site mitigation measures are not feasible, relocation may be recommended. Moreover, if the risk assessment site visit confirms the property would not be eligible under SF-MIT, it will be documented on the technical feasibility evaluation.

Project Intent Notification and Acceptance: Upon completion of the Initial Project Intent, the damage assessor will coordinate with the customer's case manager to complete the **Pre-Award DOB Re-Certification**. The Initial Project

Intent and executed Pre-Award DOB analysis will prompt a site walk-through with the CM and damage assessor, coordinated by the construction coordinator. Within 10 days of the site walk-through, Tetra Tech will require that the CM submits the **scope of work**. At that time, the damage assessor will complete the cost analysis using Xactimate and complete **verification of the PRA documentation and the Initial Project Intent Notification** so that the **Pre-Award Notice and Preliminary Scope of Work Acceptance Form** can be executed by the customer.

Quality Assurance and Quality Control

Tetra Tech will create **process standards and checklists** to assure quality for Task 03-B deliverables, including site inspection scheduling protocol; interior, exterior and lot inspection requirements; scope requirements for repairs, reconstructions, and relocation; environmental desktop data collection and review standards; data collection and evaluation for property technical feasibility evaluation; and process for final determination of Initial Project Intent. These checklists will be improved based on quality control finds. Leads will review inspector files before determinations can be finalized. Identified mistakes or issues with the process will be discussed in **daily check-in team meetings** with the inspectors. An internal program monitor will do a **quality audit** of a selection of property files at random every month. Issues identified will be discussed as a team and elevated to the Inspector Manager for tracking.

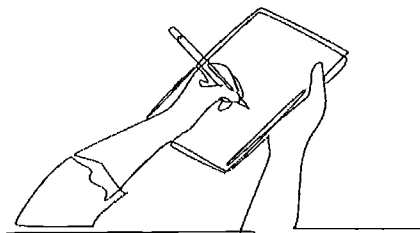
Timeline of Key Activities

Activity	Timeframe to Complete
PRA documentation and Initial Project Intent Notification approved by QA/QC in PRDOH system of record and submitted to customer	Within 45 calendar days from the time the customer received the eligibility notification
CM submission of scope of work to Tetra Tech	Within 10 days of the site walk-through

2.5 Task 04: Environmental Review Records (Tier II)

Our goal is to exceed PRDOH's expectations for the delivery of Environmental Reviews and to produce exceptional work prepared by the most qualified staff in the industry. **Our goal is to accurately complete the Environmental Review Records (ERRs) and supporting documentation ahead of schedule by minimizing program risks and eliminating technical deficiencies to adequately demonstrate program compliance with all applicable environmental regulations.** Tetra Tech's approach to Task 04 includes:

- Deployment of experienced, highly-trained environmental field and project management professionals already familiar and dedicated to the success of PRDOH's program.
- Implementation of well-tested procedures and QA/QC protocols to eliminate errors, especially in project intent.
- Incorporation of technological innovations in the GIS, project tracking, and data collection systems we use to complete program deliverables.



Tetra Tech has completed over 8,000 Tier 2 reviews and still in the process of completing over 1,300 more using the current R3 Program guidelines. **In some cases, Tier 2s are completed in less than 2 days** (i.e., no SHPO consultation).

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Preparation for Reviews. Before the review process begins, Tetra Tech completes geospatial analysis, generates map figures, and completes subject matter expert (SME) review of site-specific topics required by the broad review and site-specific conditions. Our approach is to perform this step prior to the site visit to provide the inspection teams guidance on site specific relevant information to identify when conducting the joint Damage Assessment and Environmental Field Observation Inspection. Doing this maximizes the efficiency of the visit, eliminates the need for multiple site visits, and reduces errors in the project intent.

Environmental Field Observation (EFO). The EFO inspection identifies the property's GPS location, environmental conditions (including RECs), documentation of the structure, and layout of the property. The EFO inspection will be conducted concurrently with the Damage Assessment to improve efficiency and reduce processing time.

Determination of National Historic Preservation Act (NHPA) Section 106 compliance. Tetra Tech determines SHPO Consultation requirements (including recommendation for special studies) as requested by PRDOH. We will establish an **internal database for properties within close proximity** to improve data collection and analysis time. Our team of Secretary of the Interior Qualified (SOI) professionals will be assigned according to regional strengths and expertise, which we anticipate will improve program efficiency and reduce consultation review time by the required agencies (i.e., SHPO, Instituto de Cultura Puertorriqueña (ICP)).

Wetland Evaluation: Tetra Tech will conduct wetland delineation and ecological surveys (as needed) and provide a **wetland delineation report or memorandum** to PRDOH that provides a determination of the required consultation and necessary permitting. As approved by PRDOH, Tetra Tech will then prepare a **final report and permit application(s)** and coordinate with PR DNER, USFWS, and USACE to obtain necessary approvals, if requested.

Phase I and Phase II Environmental Site Assessments (ESA)s. If requested by PRDOH, Tetra Tech will perform the ESAs. The objective of a Phase I ESA is to identify the presence of recognized environmental concerns associated with the site that have or could become an environmental liability. Phase II ESAs may be conducted as follow-up activities to address RECs identified as part of a Phase I ESA. If subcontracted services are needed, Tetra Tech will identify scope and sampling requirements and obtain accurate unit cost estimates from its supplementary subcontractors for drilling and laboratory services necessary to support investigative tasks.

ERR Production: Tetra Tech assemble the ERR with supporting documentation required to document findings of site-specific conditions for the customer's property. Our revamped technical approach will incorporate advanced SOPs customized to each program with strict adherence to internal protocols.

Quality Assurance and Quality Control

Tetra Tech's quality program includes procedures designed and integrated throughout the process to deliver ERR's with known precision. We complete recurring project collaboration to discuss issues, changes in regulatory guidance, and resolve problems immediately. **Key Performance Indicators** will be used by the project management team to measure efficiency, quality, and timeliness for all work products to eliminate deficiencies before deliverables are

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impacted. We will create and implement **process standards and checklists** to assure quality. Each home will be inspected in the same manner, and the checklist will be improved based on quality control finds. Finally, **program-specific SOPs** help work products meet each program's policies, follow the required format, and include correct technical content. The compliance team will continuously monitor the environmental process, review any updated regulations, update program policies, and provide guidance for process improvement required for deliverable execution. Tetra Tech also completes an analytical review of deliverables using **quality control checklists** and review by senior environmental SMEs. Supervisors will review files at a high level and complete a detailed **quality audit** review on a percentage of files.

Timeline of Key Activities

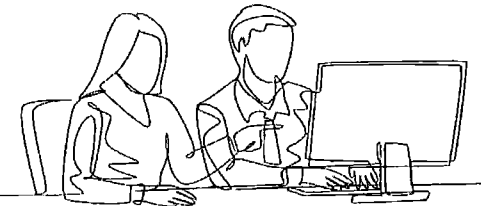
Activity	Timeframe to Complete*
ERR provided with required supporting figures and documentation	Within 45 days of Task Order

2.6 Task 05-A: Repair/Retrofit or Reconstruction Award Coordination

The goal of Task 05-A is to effectively collect necessary documentation and coordinate with all parties to have a successful grant agreement signing. This task includes monitoring the preconstruction processes of design, permitting, and change orders. As issues may arise during this stage that would change the project intent, it is important that we work closely with the CM and monitor their progress. We must also fully consider our customer's stylistic options, the environmental data, lead and asbestos findings, and other factors that could affect the timeline.

Once the preconstruction process is complete, Tetra Tech will be responsible for coordinating the award with the customer. This requires that the remaining details are finalized and verified, including DOB, before notifying the customer and scheduling a grant agreement signing. At the signing, we will walk the customer through the process, which includes an understanding of the grant agreement's terms, the scope of their work to be performed, and next steps. This experience must be tailored to our customer, allowing selection of furnishes and fixtures in coordination with the CMs. We will not only provide their paperwork, but also document their stylistic selections at this stage. Once the grant agreement is signed, we will gather the required documentation and submit to the system of record for approval. Prior to issuing a Notice to Proceed (NTP), we will coordinate move-out, along with Optional Relocation Assistance (ORA) or Uniform Relocation Assistance (URA) requirements. The subcontractor will have been previously selected and verified against program requirements to best suit this specific customer, as noted below.

Beyond the requirement to send a pre-award notice and preliminary SOW acceptance form, we will also call our customer and walk them through the SOW, what it means to them, and next steps. If there are design changes, we will provide notice and explanation. **Keeping our customers informed will help keep each application on track.**



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Selecting the CM. This process begins with the assignment of a CM. Part of our responsibility will be making the best match for the customer. We will consider the region, the site conditions, the project intent, the CM's bandwidth, as well as other factors to identify the best-suited CM for the job. We will do this by taking performance data from the Program and creating ratings charts for the CM. Providing the CMs with a steady workload of homes will help them keep and maintain the right subcontractors. This is important when selecting the CM for the project, but it is also important in coordinating the NTP. Each CM must be ready to receive the house and the customer must be ready to move out, and it is Tetra Tech's responsibility to facilitate this coordination.

Preconstruction Process. Once the CM is chosen, Tetra Tech will monitor the preconstruction process. We will track the progress of the application and develop **aging reports** to make sure that the application is moving smoothly through damage assessment, environmental review, design, and permitting. Our reports will consider abatement requirements, the pathway, and site conditions.

Alignment with CMs. As the CM develops their scope of work, we will facilitate by aligning our damage assessment process with theirs. The intent of this alignment is to get an understanding of perspectives, including how they are developing their scope of work and what is included in their assessments. As we work with the various CMs, we will take the different approaches and develop a process that we can follow, and they can follow as well. If all supporting parties can follow the same process and understand the condition of the housing inventory, it will improve and expedite our scope development process.

Customer Communication. Once the scope of work is approved, our Case Manager will notify the customer and walk them through their project. By taking the time to fully educate the customer at this stage, we will flesh out any issues that can be resolved prior to the grant agreement signing.

Design Phase Management: As the application progresses through design, we will work with the CM to prevent foreseeable design issues. Specifically on reconstructions, design could hinder progress of an application if the geotechnical study or the survey of the lot reveal unforeseen conditions. We will work together with the CMs as a team to determine the most cost-effective solutions that will keep the project on track. If the project should have a change that impacts the scope of work, we will work with our Case Managers to communicate the changes with the customer. Once design is finished, we will continue to track the application through the permitting process.

Grant Agreement Signing. Prior to grant agreement signing, Tetra Tech will verify that the application has the necessary documentation, including DOB subrogation. Our software suite will include a **preconstruction checklist** that is used as a guide during the progress of the application. Prior to notifying the customer of the preconstruction process completion, we will perform a QC of the documentation and verify that we are ready to notify the customer. We will document the customer's acceptance to proceed to grant agreement signing. We do not anticipate issues at this stage, as we intend to be in constant communication with our customers to avoid surprises. Should we have any issues, our Case Manager will work with the customer and the CMs to reach a quick and mutually agreed resolution. Once the customer accepts, we will coordinate the grant agreement signing and proceed to construction.

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Preparation for Notice to Proceed. Prior to issuing an NTP, we will coordinate the move out, ORA/URA, and subcontractor readiness. Based on our aging data for each subcontractor and in coordination with the CM, we use **NTP projections** from the start of the preconstruction process. Depending on the complexity of the project and design needs, we will utilize these NTP projections to determine likely move out and subcontractor construction start. With the customer, we will use NTP projections and construction completion projections to pre-package the documentation for ORA/URA, if necessary, along with move out dates. Our goal is to minimize the time between grant agreement signing and notice to proceed.

Quality Assurance and Quality Control

Tetra Tech will use **aging reports** to select the best CM, considering region, site conditions, project intent, and bandwidth. We will also create a **document checklist for pre-grant agreement verification**, as well as alerts in our software suite when a customer needs to be notified of the status of their application. In support of quality control, supervisors will review all grant agreements and preconstruction files at a high level and complete a detailed **quality audit** on a percentage of files to control quality. We will perform a **root cause analysis** on all preconstruction files that change project intent, as well as a root cause analysis on preconstruction files that exceed the metrics, considering region, site conditions, project intent, and bandwidth.

Timeline of Key Activities

Activity	Timeframe to Complete
Coordinate Award Execution	Within 5 days of CM completing permitting process, based on customer availability
Provision of Letter of Map Amendment (LOMA) for cases with elevations	Within 5 days of acceptance

2.7 Task 05-B: Relocation Award Coordination

The goal of Task 05-B is to help the customer find a safe home and quickly coordinate the closing of two properties. During this Task, we help customers find an existing home that meets HQS standards, and then coordinate two closings – the new home and the existing home. We begin with drafting a **preliminary relocation voucher** and explaining the options to the customer. If the customer accepts, we compose a **voluntary acquisition offer and final voucher**. For the customer to continue to receive ORA, they must approve the offer and voucher.

At this stage, the customer is responsible for finding a new home. If they are unable to find housing, they can leverage the housing counseling services. However, if they do find a home, Tetra Tech will perform an **initial threshold review** of the home and provide the customer with an initial determination. If the property meets the program’s criteria, we will draft a **contingent offer** and submit it to the seller. If the seller accepts, Tetra Tech will submit the offer through the system of record and perform a **relocation property assessment**. If the property assessment is favorable, we will proceed with the property acquisition. Once the acquisition documents are approved, it becomes Tetra Tech’s our responsibility to provide legal services to close on two properties. With respect to the new home, we will assist the

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customer with their property move-in. As for the existing home, we will assign a CM to perform the demolitions of the existing structure and manage the project to completion.

Primary Relocation Voucher. The first step in relocation is determining the **preliminary relocation voucher amount**. Based on program guidelines, Tetra Tech will create a methodology and checklist to not only increase the accuracy of this amount, but also expedite the process. Once drafted, the Case Manager will coordinate with the customer to meet at a location or by means that is most convenient to them, including virtual meetings.

Informing Our Customers. The **voucher meeting** is a critical opportunity for the case manager to explain the options and limits of this pathway to the customer. We will create a **summary presentation in English and Spanish**, presenting in the language of the customer's choice. We will provide additional documentation that clearly and comprehensively explains the options and limits. The documentation will have a short and clear explanation that will include graphics, followed by more extensive information should they want to read further. The documentation will include a Q&A. In addition to the presentation and documentation, we will explain the process, allowing the customer to ask questions. We will record this presentation and meeting upon customer request and provide a copy of the meeting. A key element of this meeting is clarifying the timeline to find a property, the acquisition process for their property, the nature of the preliminary award (which could change), and the documentation that the customer must provide. In short, the customer must fully understand what they are agreeing to. As a result of this meeting, Tetra Tech will document the customer's understanding of their choice in the program. We anticipate that customers will have additional questions at this stage and will be provided our call center number, as well as the contact for the case manager.

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Voluntary Acquisition Offer and Final Relocation Voucher. If the customer accepts the preliminary voucher, we will begin the process of preparing the **Voluntary Acquisition Offer and Final Relocation Voucher**. We will first assess the existing property by conducting an appraisal, a title search, and DOB analysis, and gathering the documents necessary to determine outstanding mortgage balances. Tetra Tech will use our software suite to create a **relocation tracker** to perform this assessment. Once the information has been entered by the teams conducting the due diligence, the software suite will generate an Acquisition Offer and Final Voucher, reducing administrative burden and expediting the process. We will present this to the customer, explaining differences or changes from the preliminary voucher. It is important for the customer to understand that their continued ORA is dependent on accepting this offer.

Relocation Documentation and Tracking

Tetra Tech will create a relocation tracker to track the progress of all relocations. Customers will be able to track the progress of their application in their individualized portal. We will also develop clear and concise informational materials explaining the relocation process and options in English and in Spanish.

Property Search. Once the offer is accepted, it is up to the customer to find their new home. We understand that this will not be an easy task, but the program has provided **housing counseling** to help those seeking new housing. It is our job to direct customers to this counseling for assistance and to answer the questions that they may have. Additionally, our tracker will have an **aging report** for those customers actively searching for

homes. Our Case managers will review this tracker and contact these customers every 21 days.

Property Selection and Threshold Review. Once the customer finds a home, Tetra Tech will log their decision into the system of record. Tetra Tech will perform an initial threshold review of the customer's selection, utilizing our relocation tracker to gather the necessary information for this analysis. Once the information is gathered and assessed, we will create a report for the customer to notify them of our determination if the property complies with the program's criteria. If the selected property does not meet the program's criteria, we will meet with the customer and explain our decision-making process, so they can be informed on their ongoing search. We will hold these meetings virtually or in our offices, but can accommodate certain individuals if they would prefer to meet in person.

Contingent Offer and Property Assessment. If the selected property meets the program's criteria, we will prepare and present a contingent offer to the seller. Tetra Tech will be very diligent when making this offer. Understanding that this is not a typical offer, Tetra Tech will prepare a short document explaining the nature of the offer to the seller. Due to low housing inventory and the unique Puerto Rican real estate market, the offer must be submitted quickly, and we must follow up often with the seller. We anticipate that offers will be hard to come by and short-lived, so we must be ready to discuss offers with the seller and ease their concerns.

Once the offer is accepted, we will upload it to the system of record. Assessing the property will require the coordination of several teams, including appraisers, inspectors, legal services, and environmental experts. Because we are conducting several appraisals for relocations and repairs/reconstructions in the floodplain, we have partnered with local firms to supplement our bandwidth and capacity to conduct multiple appraisals, targeting a 10-day turnaround from the time the contingent offer is accepted. Our HQS inspectors will be dedicated to relocations and readily available. Because this is not a typical real estate offer, we must be cognizant that the seller may need additional information and attention throughout the sale, and the assessment must be seamless and quick. If the assessment identifies issues with price, safety or HQS, we must work with the customer and the seller to resolve. For example, if the house has an issue meeting HQS, we will work with the seller to determine if they are willing to fix the issue.

Closings. Because we will be performing up to two closings per relocation, and possibly simultaneously, we have partnered with local legal firms to conduct those closings and the necessary due diligence, such as title searches and document collection. Our partners understand that time is of the essence and will have the necessary bandwidth to expedite these closings. This coordination will include **drafting a grant agreement** and reconciling ORA amounts. The closing documentation, deeds, appraisals, title searches, grant agreement, and ORA will be tracked in our software suite. The system will have a **relocation closing report** for relocations, tracking their progress and aging. Once complete, we will submit documentation to the system of record.

Move-in and Demolition. Prior to the closing of purchase property, we will begin working with the customer to coordinate their upcoming move-in and finalize reconciliation of ORA. We will emphasize to the customer the importance of preparing for the move as the closing dates approach. Our task is to minimize the time between closing and move in, which most of the time includes continued ORA expenses. Ideally, the customer will be ready to move in

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within 2 weeks from the closing. Similarly, prior to the closing, Tetra Tech will work with the CMs to demolish the original property as soon as the closing is complete. The CM will be pre-selected and will have already walked the site. Ideally, we will have an approved scope of work from the CM within 10 calendar days after the scoping site walk date, so we can issue the task order and start the preconstruction process quickly. Both the preconstruction process and the demolition should be quick and will be managed based on the processes described in Task 05-A and Task 06.

Quality Assurance and Quality Control

Tetra Tech will create **processes and templates** for all vouchers and offers, as well as processes and **checklists** for consistency and accuracy of all new and existing property assessments and closings. Compliance will evaluate a **quality audit** of a percentage of the closings and property assessments for accuracy and completeness.

Timeline for Key Activities

Activity	Timeframe to Complete
Preliminary Voucher complete	Within 5 days from customer submitting necessary documentation
Voluntary Acquisition Offer and Final Relocation Offer complete	Within 30 days from preliminary voucher (assuming no title or DOB issues)
Contingent offer complete	Within 5 days of initial threshold review of relocation property
Relocation Property Assessment complete	Within 30 days from acceptance of contingent offer (assuming no title issues)
Closing documentation submitted to system of record	Within 5 days of closing
Relocation Grant Agreement complete	Within 30 days from relocation property assessment.
Demolition Scope of Work submitted by CM	Within 10 calendar days of the scoping site walk date

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2.8 Task 06 - Progress Inspections and Payment Requests

The goal of Task 06 is to make sure that homes are built to Program quality standards, which includes not just passing milestone inspections but assisting CMs to resolve issues that would impede progress of home construction. For Task 06, we must certify the progress based on milestone inspections. This starts with the coordination of the **milestone inspection** with the construction manager. We want to be as flexible as possible to their schedules to prevent construction delays. However, we need to verify that the CMs are indeed ready for an inspection. At the inspection, Tetra Tech will verify and document that the works are completed according to program standards with the materials approved by the program. Once the inspection is completed, Tetra Tech will create a **Progress Inspection Report** that documents the compliance of the work performed and makes a pass or fail determination. Lastly, when the CM requests a payment, Tetra Tech will review all pertinent information, along with the inspection report, and make a recommendation for approval of the payment.

Coordination. Improper coordination of inspections slows down the progress of construction. Part of coordinating these inspections requires that the CM submit a **pre-inspection package** demonstrating that they are ready for an inspection. We will assist the CMs in two primary ways. First, we will allow them to submit a pre-inspection package designed by them, or Tetra Tech will provide a format that is easy to fill out with an understanding that strict requirements on reporting can sometimes slow down CMs that lack administrative resources. Second, if we require

that they demonstrate that they are fully ready for an inspection, then we will stop them from the submission of the pre-inspection package up to the inspection, resulting in a potential work stoppage of up to a week. To avoid this, Tetra Tech will work with the CMs to better coordinate inspections. The pre-inspection package must demonstrate not that they are fully ready for an inspection, but that they will complete the work by the time of the inspection. Tetra Tech will work with the CMs to continuously improve our coordination. The increased efficiency will greatly outweigh any potential failures. If the package demonstrates that the work will very likely be complete at the requested inspection date, we will coordinate the inspection accordingly.

Lexington County
 County of Lexington
 CDBG-MIT
 Disaster Mitigation Program

Insured Property: [Redacted]

Claim Rep: [Redacted]
 Position: COST ESTIMATOR/INSPECTOR
 Company: Tetra Tech | Complex Work, Clear Solutions
 Business: [Redacted]

Estimator: [Redacted]
 Position: COST ESTIMATOR/INSPECTOR
 Company: Tetra Tech | Complex Work, Clear Solutions
 Business: [Redacted]

Claim Number: [Redacted] Policy Number: [Redacted] Type of Loss: Flood

Date of Loss: 05/12/2022 12:00 PM Date Received: 05/17/2022 11:35 AM
 Date Inspected: 5/16/2022 7:00 PM Date Reported: 5/17/2022 11:35 AM

Price List: SUCOXX ALA21
 Restoration Service: Remodel
 Estimate: 5180219 PRE: DEMO

05-05-2022 Pre Demo Inspection: (Failed) Water meter still not removed and water line not capped
 05-16-2022 Pre Demo Inspection: (Passed) with an exception of the water meter. City of Columbia delayed due to large amount of water leaks reported being done throughout their system. It has been on the local news of late.

Sample Progress Inspection Report developed using Xactimate for Lexington County, South Carolina CDBG-MIT Program

Inspections. When conducting inspections, Tetra Tech's special inspectors will follow a very specific inspection process that will be tailored to each milestone. **Repair inspections** will be conducted based on the scope of work. The scope of work will be the checklist, organized by areas of the home. **Reconstruction inspections** will be conducted according to milestones. We will develop checklist and processes for each type of milestone inspection. For example, we will emphasize photographic documentation of work that will be covered up at later stages. The checklist will also be organized by areas or rooms, depending on the stage of construction. Tetra Tech will pay special attention to materials and green energy requirements.

We will familiarize ourselves with the scope of work and design drawings. Specifically, whenever possible, Tetra Tech will utilize the same special inspector for all milestones at the same home. Further, we will endeavor to assign our special inspectors to specific CMs so they learn their design and, consequently, help them improve quality. It is our intent to document and categorize our findings to improve our meetings with the CMs. We will share our findings so they may work with their subcontractors to resolve recurring issues and ultimately improving quality and expediting

construction. If the inspection results in action items, the special inspector will submit preliminary findings on-site and submit them within 24 hours.

Progress Inspection Report. Our software suite will allow us to submit the information needed to create the Progress Inspection Report on site. This information will be received and gathered by the construction coordinator, who will prepare the report for the special inspectors. This allows the special inspectors to focus on inspecting and validating that the work is being completed according to program standards. Once completed, the reports will be available to the special inspectors for review and approval.

Helping CMs Succeed

The goal of the program is to effectively and efficiently complete quality homes. Our inspectors must thoroughly understand construction and the approved materials for the program, but our intention is not to stop construction. Tetra Tech's function is to help the CMs build a quality home. The key to this task is to track and find the biggest offenders – those items that continuously cause inspections to fail. We then can work with the CMs to educate them on what takes priority and will help them succeed.

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Proactive Communication with CMs

We can exceed this goal by proactively reaching out to CMs for their pending documentation. We would not only ensure that the documents are there, but we would also notify the CMs with a list of pending documents.

Progress inspections and certifications will be conducted and certified by the Designated Inspector licensed Professional Engineer or Licensed Architect in Puerto Rico.

Review of Works. Tetra Tech’s software suite includes a **compliance tracker** with reporting capabilities. Throughout the

construction process, our compliance team will use these reports to verify and review documentation, including progress reports, contracts, financial information, URA guidelines, and other such documentation. As part of payment requests and evaluation, this tracker will alert us if there are compliance issues preventing payments. Our construction team will utilize the compliance tracker and the progress inspection reports to review and recommend payment requests, as well as for evaluating CM performance.

Quality Assurance and Quality Control

Tetra Tech will create **processes and checklists** for each type of milestone inspection to create consistency. We will also create a **report format for the Progress Inspection Report**. Prior to submission, the special inspector, the lead special inspector will review the report for completeness. Supervisors will complete **quality audits** of a percentage of the progress reports that are submitted. Tetra Tech will also utilize a **compliance tracker** to track compliance issues.

Timeline for Key Activities

Activity	Timeframe to Complete
Progress inspection complete	Within 3 days from request
Progress inspection report complete	Within 5 days from inspection
Invoice review	Within 5 days from receiving invoice

2.9 Task 07 - Application Closeout

The objective of Task 07 is to provide a compliant, complete, and accurate package that tells the story for PRDOH and HUD shortly after construction is complete. Closing out the file requires that every loose end is tied. Tetra Tech will verify that construction is complete, documentation is complete, permits are closed, environmental activities are complete, occupancy permit is obtained, and all these activities and documents are in the system of record.

Tetra Tech’s closeout processes and guidelines will be created with help from our closeout team and compliance team. Our goal from the outset of this program is to understand how we can design each element of our work to support efficient closeout from a compliance and logistics perspective, including audits, final reports, subrecipient closeouts, and HUD closeout packages. From a documentation perspective, our goal is to prepare audit-ready files from beginning to end, so closeout is a fluid progression from day-to-day program operations.

Process map. As noted at the start of this work approach, Tetra Tech believes that organizations win when everyone who is involved has a clear understanding of the goals, is equipped with the tools to deliver their work, and are guided by a roadmap on **how** they are going to get there. Our team will map this entire process beginning on day one. Over

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time, this map will be used to get an understanding of the program, improve the program, resolve issues, and create our software process. We will also use it to create our policies and standard operating procedures.

Most importantly, it will guide our compliance team and the closing of the files. On this map, we will flag those actions and/or documents that are pertinent to closing a file. During the development of our software architecture, we will use this knowledge to create notifications, alerts, and reports that track the necessary actions and/or documents. Among these reports will be a **Closing Report** that graphically show the progress of an application/home, denoting the progress made to date and the pending documents or actions.

Documentation Assembly. We understand that some documentation will not be readily available after closing, such as the occupancy permit, but no other documentation should be pending. The Closing Report will include a portal showing check boxes for all stages, actions, and documents necessary for closeout. The report will also have links to each document that has been submitted to the system of record. The system will alert staff of any checkboxes or documents that are missing beyond their stage. During the progress of an application, our compliance team will utilize this Closing reports to audit files and verify that the work is being completed per the program requirements. The intent is for the file to get to closing with 99% of the documentation ready and available.

Audits. By conducting audits of the Closing Report, we will not only find and resolve issues with documentation, but also prevent them. The audit team will conduct a root cause analysis of files that have errors or missing information and use this information to improve the process.

Quality Assurance and Quality Control

Compliance will identify and flag documents, actions, or stages that need to be completed for closeout in our processes and procedures. The aforementioned documents, actions, or stages will be marked or noted in our software suite. The system will automatically generate a report when the items are missing beyond a particular stage. The compliance team will audit random files during the life of the project, and compliance will review a percentage of the closeout files in **quality audits**.

CDBG MIT Buyout Application		
Applicant Authorization		
Income Affidavit		
Consent to Release		
Citizenship Declaration		
Occupancy Form		
Duplication of Bonds Cert.		
Mortgage Questionnaire		
Permission to Enter		
Writing Partner Agreement		
Conflict of Interest Affidavit		
Proof of Paid Taxes		
ID for all individuals on deed		
Deed in Applicant's name		
Proof of Citizenship		
DOB award letters if applicable		
Mortgage/Lien/Judgment if app		
No Insurance Benefits Affidavit if applicable		
Repeat Receipts, if applicable		
Appraisal		
Appraisal Review Form		
Appraisal Invoice		
Applicant's W9		
Signed Termination Inspec.		
Offer letter		
Contract of Sale		
Property Inventory		
Incentives Information		
Voluntary Transaction Agree.		
Subrogation Agreement		
Request for Loan Payoff, if app.		
MC Lead Pamphlet Receipt		
Closing Action Items for Seller		
Certificate of Abandonment		
Vacancy Inspection form		
Vacancy Inspection pictures		
Check Requests		
Check Copies (purchase, incentive, reimbursement)		
Receipt from Homeowner for incentive		
Closing Agreement		
Settlement Statement (HUD 1)		
Title Insurance		
Privacy Policy		
Waiver of Survey		
Buyer/Seller Certification		
Disclosure of Buyer Rep		
Mortgage Payoff, if applicable		
Deed to County		
Restrictive Covenant		
Relocation proof of ownership, if applicable		
Relocation proof of primary residency, if applicable		
Asbestos Report		
Salvage Inventory, if applicable		
Demolition Contractor Bid Package		
Demolition Bid Response		
Demo Notice to Proceed		
Asbestos Abatement Permit, if app.		
Asbestos Air Clearance, if app.		
Pre-Demo Inspection Form with Photos		
Post-Demo Inspection form		
60-day post-closing inspection form with photos		
Demo Logs from Demo Contractor		

Sample CDBG-MIT Housing Program Closeout Checklist for Lexington County, South Carolina

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Timeline for Key Activities

Activity	Timeframe to Complete
Packages prepared for PRDOH records	Within 30 days of file closeout

2.10 Additional Tasks

A. Additional Intake Centers

While we have found that most applicants are able to provide the required information and documentation through an online application, we know there are vulnerable populations who do not have the means to use technology to complete the application. Our program approach includes strategic methods to reach these applicants, so the whole community has access to this critical program. Tetra Tech will use several tools to simplify intake and eligibility for the applicants, including a clear checklist, applications for uploading, and in-home intake. One of the keys to this process will also be the intake centers. To service the entire island, **we anticipate the need for 6 intake centers at the start**, with a reduction to 4 as program volume reduces, and the potential for a mobile intake center in lieu of one of the centers. We can only process documentation as quickly as applicants can compile and share it, and we understand that driving long distances in Puerto Rico can be onerous. If we can provide intake centers that are closer to the applicants, we can greatly reduce their driving time.

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B. Appraisal of Home Market Values

To determine the program type for properties, particularly those in a floodplain, an appraisal of the home's current fair market value may be required. The Case Manager will notify our Appraisal Team the day it is determined that there is a need to have an appraisal completed. To ensure timely appraisals, the Contract with our Appraiser(s) will require the Appraiser(s) to complete and deliver program compliant appraisals needed by the program within **10 calendar days of a written request**. Current appraisals needed for acquisition of a customer's property and replacement properties will also be ordered by the Case Manager within 24 hours of notification that the customer has accepted a Preliminary Relocation Voucher. The Appraiser will have 10 calendar days to complete and deliver a program compliant current fair market appraisal to the Case Manager. Upon the acceptance by the seller of the contingent offer, an appraisal will be ordered within 24 hours on the replacement property. The Appraiser will have 10 calendar days to complete and deliver a program compliant current fair market appraisal to the relocation specialist. Completed appraisals will be entered into the PRDOH Grant Management System of Record.

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C. Update of a Previously Appraised Home Market Values

Should PRDOH require an update to an appraisal which exceeds the one (1) year effectiveness period, the Case manager will order the appraisal within 24 hours of notification that an update to current fair market value is needed. The Appraiser will have 6 calendar days to provide the updated program compliant appraisal to the Case Manager.

D. HQS Inspections

For relocation awards, Tetra Tech will be responsible for inspecting existing homes selected by customers. These homes must meet Housing Quality Standards (HQS) standards. This will involve scheduling the inspection, coordinating an

environmental assessment, inspecting the property, documenting the inspection, and making a determination. Should the home need repairs, we will coordinate with the seller to determine if they can perform the necessary improvements. Tetra Tech will complete a HUD HQS inspection form to be submitted with the damage assessment report. We will schedule and verify with the customer within 7 days that the HQS inspection has been completed.

E. Uniform Relocation Assistance Reimbursement Allowance

The Program does not use involuntary acquisition and therefore are not subject to the Uniform Relocation Assistance (URA) requirements at 49 CFR Subpart B. Owners voluntarily selling their homes to PRDOH do not receive URA benefits; however, if tenants are found to occupy these properties, they would be eligible for URA benefits and must comply with Subpart B. The Case Manager will meet with the tenant(s) to determine income level, household composition, demographics, special needs, relocation preferences, etc., to determine the URA Housing Replacement Benefit calculation and moving costs. To document that advisory services are provided to the residential or commercial tenant, a contact log will be maintained, identifying the date and nature of the contact with the tenant. The Case Manager will be responsible for sending notices in English and Spanish to the tenant, including a **General Information Notice** with the appropriate HUD brochure (certified mail or hand delivery with a signature and date received) and **Notice of Eligibility and 90 Day Notice to Vacate** (certified mail or hand delivery with a signature and date received).

Once a residential tenant has found replacement housing and provided the necessary documentation for processing a URA claim, the Case Manager will review the documents and the Eligibility Manager will QA/QC and approve. Next, the claim will be processed for payment. The documents required to process a claim include but are not limited to:

- Executed rental lease or a purchase agreement (if the tenant wishes to convert their URA rental assistance into a down payment for ownership)
- Decent, safe, sanitary (DSS) inspection of the replacement home
- Vacancy inspection of displacement dwelling
- Moving expense documentation in accordance with URA Fixed Move Schedule or receipts for actual move
- Signed HUD Claim Forms

Commercial tenants do not receive housing replacement assistance. Their benefits include payments for moving and reestablishment expenses. Documentation of supporting expenses will be required from the tenant before a claim is completed. Customer households who must temporarily relocate from their property for construction activities associated with their acceptance of a R3, BRR, or SF-MIT program award are not considered displaced and are not eligible for URA relocation benefits. However, under the program policies, they may be eligible for Optional Relocation Benefits according to PRDOH's Optional Relocation Plan. These households may be eligible for rental assistance and moving and storage expenses. The customer will be notified of their eligibility for Optional Relocation Benefits and advised of the requirements and documentation required to receive benefits. Temporary relocation may not exceed 12 months. Should the relocation exceed 12 months, it becomes permanent relocation subject to URA Subpart B.

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F. Title Investigations

Title investigations are a necessary part of the program for the voluntary acquisition of property by the PRDOH and replacement housing. Customers also need ownership for construction permits. Tetra Tech will be responsible for obtaining title investigations to confirm ownership and to identify title issues such as liens, mortgage, easements, etc. Title investigators will perform the investigation at the Registry for the demarcation of the property and through Puerto Rico Registry of Property's Karibe System. The Case Manager will coordinate closely and refer customers with title issues and those with non-traditional titles to the Title Clearance Program.

G. Title Investigations Update

To comply with Puerto Rico Executive Order No. 4 of January 20, 2004 (OE-2004-04), updates to title investigations must be conducted if the property registry certification or title investigation of the property to be acquired was issued more than six months prior to the acquisition. For the properties to be acquired by the program, Tetra Tech will track the dates of the issuance of the title investigations. Prior to closings, the Compliance Manager will check the date of the initial title investigation. If the investigation is older than six months, an update will be performed to verify that ownership and other items in the study are current and have not changed since the initial study.

H. Notarial Deeds

Having a full understanding of Puerto Rico's unique legal considerations regarding Real Estate laws, including the procedures regarding the Registry of Property, we are partnering with one of the top management consulting firms in the Island to perform Notarial Deeds in compliance with legal and programmatic requirements, including Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended. These services include the preparation and execution of notarial deeds as required by law to properly register the properties within the Registry of Property. When deemed necessary by the Notary or required by law or program guidelines, we may conduct background and title studies, consultations, opinions and preparation of certificates and powers of attorney which will be performed as an additional service and will also require additional fees not included within the Notary Fees established by law.

Property Registry Fees

Tetra Tech will confirm that documentation to be filed at the Registry of Property complies with the legal and procedural requirements. Checklists will be prepared for each case to verify that the documentation and other requirements are met during closing and before filing at the Registry. Documentation registered at the Registry of Property is subject to tariffs established by law based on the amount of the transaction. Internal Revenue stamps, Legal Aid Society stamps, and Notary Stamp Tax will be attached and canceled for the original document or instrument based on the requirements for the type of document or instrument.

J. Legal Services

We are partnering with one of the top legal firms in Puerto Rico to provide additional legal services as required by PRDOH, including executing the Original Deed, Mortgage Deeds, Certified Copies, and other required documentation. This will facilitate compliance with the legal and programmatic requirements established, including that the services

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are provided by a certified Attorney-Notary Public that understands the particularities of the program. Key deliverables to be provided shall include such items as the appropriate Internal Revenue stamps, Legal Aid Society stamps, and Notary Stamp Tax attached and canceled on each original deed executed and on the certified copies, as applicable.

K. Re-evaluation of an Environmental Review Record

There may be instances outside of the Program Manager's control during the Program for applications that require the PM to re-complete the Tier II Environmental Review Record, including APE changes, policy changes, unforeseen site conditions, changes of project intent for a customer, or additional disasters impacting current customers. Scenarios that may require re-evaluation might include a change of intent (from intensive review for reconstruction to less intensive review for rehabilitation) and re-evaluation (from less intensive review in rehabilitation to more intensive review in reconstruction not in a floodplain). Depending on the circumstances, the re-evaluation can be completed using either a Tier II ERR Notice of Change of Intent form or Tier II ERR Re-Evaluation form. The timeframe for deliverables is 5 days from assignment from PRDOH, not including SHPO consultation (if required).

Environmental Specialized Services

Phase I Environmental Site Assessments: The objective of a Phase I ESA is to identify the presence of recognized environmental concerns associated with the site that have or could become an environmental liability. The scope of each assessment includes review of regulatory agency lists to identify records regarding possible solid and hazardous material handling, spills, storage, production, etc., at the site or in the vicinity, which may potentially threaten the property. A site reconnaissance will be performed by an experienced environmental professional in an effort to detect visual evidence of environmentally adverse activities that might have been conducted on the property and to obtain information indicating the likelihood of Recognized Environmental Conditions (RECs) in connection with the property. Tetra Tech will issue a Phase I site assessment report that includes information required by PRDOH. The Phase I report will present site background information and description, the purpose and scope of work of the assessment, a description of the work performed, records review information, the site reconnaissance evaluation, summary of interviews conducted, conclusions, and recommendations, as well as maps, figures, photographs, and supplemental information, as necessary. The timeframe to complete a Phase I ESA is 30 days from RFA approval by PRDOH.

Phase II Environmental Site Assessments: Phase II ESAs may be conducted as follow-up activities to address RECs identified as part of a Phase I ESA. If subcontracted services are needed, Tetra Tech will identify scope and sampling requirements and obtain accurate unit cost estimates from its supplementary subcontractors for drilling and laboratory services necessary to support investigative tasks. Our basic approach to performing Phase II ESAs and field services for residential properties includes recommending scope for initial Phase II investigation activities to evaluate RECs identified by previous Phase I ESAs, performing investigation activities in accordance with required standards for developing remediation objectives for contaminated soil and groundwater, and preparing reports summarizing the results of Phase II activities with recommendations to PRDOH for further investigative action. Tetra Tech will prepare technical reports documenting the observed environmental conditions and other environmental issues of interest of each property investigated. Reports will include recommendations for further assessment, cleanup of adverse

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environmental conditions, and required actions to halt ongoing and prevent future environmental releases. Report submittal and follow-up will include providing draft and final reports incorporating or addressing PRDOH comments. Timeframe to complete a Phase II ESA is 30 days from RFA approval by PRDOH.

Remediation Work Plans: Tetra Tech will develop plans that identify remediation work limits, contractor access, remediation design, staging and decontamination areas, temporary storage areas, horizontal and vertical extent and quantities of excavation, and treatment technologies. Tetra Tech will prepare the specifications for the work remediation plan depending on the identified conditions. The timeframe to complete a remediation work plan is 30 days from RFA approval by PRDOH.

Wetland Evaluations and Delineations: Tetra Tech will conduct wetland delineation and ecological surveys (as needed) and provide a wetland delineation report or memorandum to PRDOH that provides a determination of the required consultation and permitting that is necessary. As approved by PRDOH, Tetra Tech will then prepare a final report and permit application(s) and coordinate with PRDNER, USFWS, and USACE to obtain the necessary approvals, if requested. To determine the extent of wetlands in the project area, the delineation will apply the wetlands identification methodology described in the Regional Supplement to the 1987 USACE Wetlands Delineation Manual, 2011: Caribbean Island Region (Version 2.0). The timeframe to complete a delineation report or memorandum is approximately 14 calendar days from notice to proceed and completion of site evaluation.

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Asbestos (ASB) Inspection and Testing: Tetra Tech has successfully conducted thousands of asbestos inspections for the PRDOH under the R3 program and provided required documentation needed to satisfy HUD, Junta de Calidad Ambiental de Puerto Rico (JCA), and local building permit requirements. Tetra Tech will mobilize a JCA licensed Asbestos Inspector to the subject property to perform the asbestos inspection. Bulk samples of potential asbestos containing materials (ACM) will be submitted for analysis by polarized light microscopy (PLM). In addition, per JCA regulations, for non-organically bound suspect ACMs that have a PLM analytical result of non-detect, a subsequent Transmission Electron Microscopy (TEM) analysis via EPA Method EPA/600/R-93/116 will be performed. The asbestos survey will be in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Puerto Rico regulations as adopted by EPA and JCA. The timeframe to complete an Asbestos report is within 10 working days of completion of on-site inspections and sampling.

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Lead-Based Paint (LBP) Inspection and Testing: Tetra Tech has successfully conducted thousands of LBP Risk Assessment inspections for the PRDOH under the R3 program and provided required documentation needed to satisfy HUD, JCA and local building permit requirements. Tetra Tech will mobilize a JCA licensed LBP Risk Assessor to the subject property to perform the LBP Risk Assessment inspection. The results of the will be used to determine the level of regulatory compliance intended to reduce or eliminate lead-based paint hazards with recommendations to the property owner or representative to correct lead-based paint hazards as defined in 40 CFR Part 745.65. Tetra Tech will perform the necessary lead inspections, risk assessments, or lead clearance inspections using a JCA certified Lead

Inspector/Risk Assessor. The timeframe to complete an LBP Risk Assessment report is within 10 working days of completion of on-site inspections and sampling.

L. Elevation Survey

When required, a surveyor that is licensed in Puerto Rico will perform surveys to determine elevation requirements. The surveyor shall determine the Base Flood Elevation at the location of the structure using the Advisory Base Flood Elevation (ABFE) of 2018 that is active for Puerto Rico. 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. This information shall also be reported in feet. The surveyor shall use the most recent National Geodetic Survey datum (currently the most recent is the Puerto Rico Vertical Datum of 2002 (PRVD02)) to determine the elevation of the ground surface. The report will clearly state the ABFE for the structure and the Ground Surface PRVD02. The surveyor will 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 shall determine the height of elevation (above ground surface) that will be required if the house is to be elevated.

M. Historical and Archaeological Studies

A team of experienced Secretary of Interior (SOI) Qualified Archaeologists and Architectural professionals will coordinate with state and federal agencies for cultural resource studies to minimize impact on sensitive archaeological and historical properties. **Recently for the R3 Program, our team of SOI Qualified Professionals has performed cultural resource studies and given their recommendations for approval by SHPO for over 7,200 properties.** The SOI Qualified Professionals may also perform site visits as needed to observe post-storm conditions and perform project monitoring when required during construction to produce reports and facilitate compliance with guidance and codes for environmental reviews, including compliance with National Environmental Policy Act (NEPA), National Registry of Historic Properties (NRHP), State Historic Preservation Office (SHPO).

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2.11 Plan for Compliance with Laws and Regulations

Compliance with applicable federal, state, and local laws and regulations applicable to the R3 Program is a cornerstone of Tetra Tech's approach to successful project management. Housing programs that receive funding from Federal sources are required to not only produce housing on time and on budget, but to comply with a web of cross-cutting regulations. The key to success is for the process of compliance to fit seamlessly into the comprehensive assessment, repair, reconstruction, and relocation workflow so that PRDOH, the housing customer, the housing construction contractors and Tetra Tech staff are all in synchronous compliance at all stages of the rebuilding process. The goal is to make the process natural and efficient, while minimizing disruption to customers who are trying to navigate a complex application process. Our approach incorporates the latest Federal, state, and local rules, regulations, and guidelines including CDBG-MIT eligibility and applicable Public Laws, 24 CFR Part 570, 2 CFR Part 200 and other regulatory compliance requirements, including but not limited to:

- Relevant Action Plan guidelines, waivers, and amendments
- Administrative and financial controls

- CDBG Special Conditions and the Grant Agreement
- HUD technical memoranda
- Minimum Housing Quality Standards
- PRDOH housing guidelines
- Eligible activity and national objective guidelines
- Uniform Relocation Act
- Environmental review
- Lead-based paint standards
- Procurement
- Section 3
- Cost reasonableness standards
- Excluded parties
- Fair Housing
- Davis-Bacon/Labor Standards
- Conflict of interest
- Copeland (Anti-Kick Back) Act
- Public/citizen participation
- Minority Business Enterprise
- Demographic and contract activity reporting
- Local regulatory requirements

At the onset of projects, as noted in Task 07, the Tetra Tech project team will create a map of compliance requirements and how they related to program activities. Our team has in-depth experience developing process workflows and mechanisms necessary for implementing complex programs and projects, and includes strategies such as:

- Meeting with stakeholders to determine expectations and requirements in relation to compliance issues
- Developing easy to understand, yet comprehensive flow chart diagrams defining the flow of documents, information, and authorities necessary for Program implementation
- Creating organizational charts, lines of authority documents, and project management plans that set forth how Projects will be managed and how the necessary documents and information for projects, including financial management documents, will be acquired, stored, transferred, and accessed
- Establishing reporting tools to ensure compliance with applicable requirements
- Ensuring compliance with cross-cutting federal regulations and statutes, such as Davis-Bacon, URA, Section 3, Fair Housing Act, Section 504, and environmental requirements, among others
- Developing and administering training programs to educate internal and external stakeholders on the use of Program documents, processes, and procedures to ensure program compliance
- Working alongside federal, state, and municipal stakeholders to ensure program policies and processes are efficiently meeting the expectations and outcomes attached to the funding source

All three program (R3, BRR, and SF-MIT) use a combination of program participants, and they are, in the broadest terms: the Grantee (PRDOH), the Program Manager (Tetra Tech), housing customers (homeowners and property owners), contractors (new construction or rehabilitation), and consulting professionals (architects, engineers, surveyors, appraisers, attorneys, title professionals). All participants are subject to compliance standards, and Tetra Tech's role is to ensure that every participant understands their role in compliance.

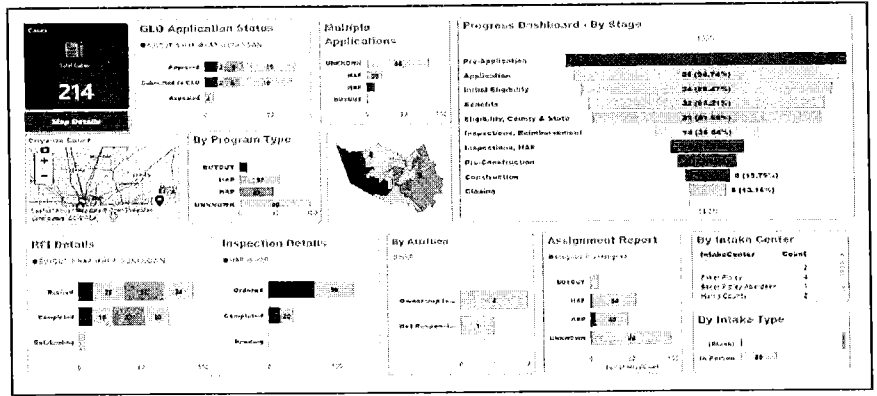
2.12 The Compliance Process

Standards Operating Procedures (SOPs): Each SOP developed for this program will have a compliance section because every program activity requires a compliance effort. From applicant intake and eligibility to procurement, contractor compliance to close-out reporting, compliance touches every aspect of the program. SOPs help our team follow program processes efficiently and consistently.

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Training: Tetra Tech employees are the first line of defense in ensuring program compliance. We will schedule weekly meetings to ensure that all team members are up to date on local, state, and federal regulations and provide a forum for discussing programmatic challenges and how that impacts compliance. We will complete pre-



Sample Housing Program User Dashboard developed for the State of Texas

monitoring file reviews, conduct QA and QC reviews, complete physical inspections of project activities, and coordinate with stakeholders to quickly resolve issues to reduce and eliminate monitoring findings and concerns. Our staff are knowledgeable and experienced in providing support for and leading compliance monitoring.

Templates: Tetra Tech will create new templates and repurpose existing templates for program application packages, contractor procurement documents, contract documents, payment packages, and reporting requirements for vendors and customers. Templates take the guesswork out of compliance and ensure that every program participant, from vendor to customer, has the same information at the same time. Templates will be reviewed and updated regularly to ensure that it remains compliant with Federal, local, and state requirements.

Checklists: A concise checklist is a key to compliance. Industries of every kind use checklists, from aerospace to medicine. Housing programs are no different: each file for each customer and project will have a series of checklists designed to assist program managers to ensure compliance. Checklists will cover everything from eligibility, documentation, and procurement to excluded parties reviews and the contractor's Federal Tax ID. Checklists created will be maintained as part of the project file to document review of the file, when the file was reviewed, and by whom. As a best practice, each checklist will undergo a two-step review to ensure eligibility and accuracy.

Financial Controls and Invoicing: An important subset of compliance is financial control and invoicing. The SOPs will map out the process for financial controls of funds within Tetra Tech and how the processes will operate between PRDOH and Tetra Tech. In addition, there will be clear procedures for invoicing receipt, review, audit, and payment. All contractors, whether in construction trade or professional services, will be required to document compliance at every step of invoicing. In particular, Labor Standards compliance will be carefully monitored prior to payment.

Reporting: Reporting is a requirement for every recipient of Federal grants funds. Reports document the progress of each activity and program and identify program progress and performance measures as required by Disaster Recovery Grant Reporting (DRGR). Reports include labor standards enforcement, Section 3, contractor activity reports, financial summaries, performance reports, and close out reports. Tetra Tech will create a system to standardize reports so that the required data is collected and analyzed monthly as part of the regular grant administration process. As a result, reports are produced efficiently and with minimum disruption and the data reported is consistent and accurate.

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Quality Control: Tetra Tech believes strongly in accountability – it is one of our core values. The Tetra Tech team will create a quality control function to review program work products, from application all the way through construction close-out. QC is crucial to ensure files are well documented, organized, and consistent. Files will be randomly selected for review to identify gaps, inconsistencies, and the need for technical assistance or learning opportunity. One of the QC team’s primary roles will be to ensure that compliance protocols are followed at every step.

Preparing for Monitoring: HUD monitoring should be a time to tell the story of a program’s success. Likewise, financial audits should be opportunities to convey the program’s public benefit and adherence to applicable regulations. As a best practice, Tetra Tech utilizes HUD’s own monitoring checklist to prepare for any HUD monitoring. This checklist will be dispersed to Tetra Tech and PRDOH staff and reviewed by all staff members involved with the program to clearly articulate and capture the expectations and requirements of HUD for monitoring activities. Tetra Tech’s process to address monitoring and audits includes the following:

- Review policies and procedures describing the monitoring/auditing processes
- Make sure all relevant staff members are aware of and fully understand the requirements and processes
- Develop and gather any material necessary for monitoring activities
- Respond to observations, concerns, and findings
- Establish pre-monitoring/auditing review processes
- Identify staff to assist with monitoring
- Confirm monitoring observations, concerns, and findings
- Prioritize monitoring observations, concerns, and findings to be addressed
- Develop strategies and actions to address observations, concerns, and findings

Tetra Tech manages CDBG-DR and CDBG-MIT projects with an eye to the inevitable monitoring and audits. Every day, we operate our programs knowing that monitoring and audits are going to happen. That way, there are no surprises, and the programs are in compliance and well documented.

3. Management of Complaints

Our complaint process will be one of alleviating the customer’s dissatisfaction, quickly evaluating the issue, resolving it, and working to prevent it. Complaints often occur when something goes wrong, a person receives less than they believe they should, or when there is a lack of communication. We will approach each scenario differently.

Issue	Approach
Something goes wrong.	In a program this complex, something is bound to “go wrong.” However, this is usually not what makes the customer unhappy. Customers become unhappy when no one responds or when they feel they are not listened to. When addressing complaints, Tetra Tech will be diligent to respond as quickly as possible. We will have one team of specialists ready to answer the phone immediately and another to review the complaints in depth. When addressing complaints, our staff will be taught to listen intently and carefully. If a customer takes the time to call, they will undoubtedly not only want to log their complaint, but also explain <i>why</i> this is an issue. By simply listening, we will be able to better solve the complaint. Through this process, we may even be able to turn a complaint into a compliment.

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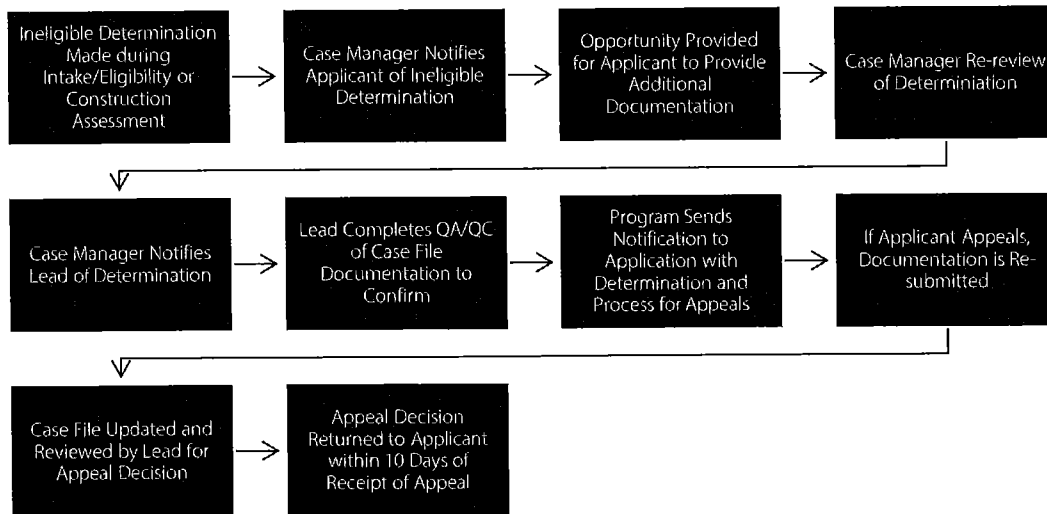
Receiving less than they deserve.

Some customers may feel that they are receiving less than they deserve as a result of misinformation or misunderstanding about the program. We anticipate that customers will not always understand or remember all of the conditions, constraints, and requirements of the program, so we will help avoid misunderstandings with consistent education and documentation throughout the intake, eligibility, and grant award stages. During the initial stages, our team will provide informational materials and pamphlets, including a quick program guide and a comprehensive program guide. We will also verbally explain the program and solicit questions. When receiving complaints, the complaint department will first listen thoroughly to understand the complaint, then carefully explain the program, and refer our customer to the documentation that was provided. Should the customer have a complaint that cannot be resolved through education and discussion, we will escalate the concern through the appropriate channels.

Lack of communication.

Keeping the customer informed when an application reaches a milestone is important, but we also have to communicate with them between milestones. If an application gets stuck on SHPO for example, the customer should still be updated. Our staff will continuously keep customers informed of the status of their application or construction. We will record these communications through our call log tracker. Tetra Tech staff will be trained to address common shortcomings, such as construction delays, with the right information and the right attitude. When facing complaints, we recognize the shortcoming, apologize, and detail next steps to resolve the issue.

On every call, we will rate the customer's satisfaction. On complaint calls, we will attempt to categorize their complaint, such as delays, poor construction quality, warranty issues, etc. Additionally, on warranty calls, we will categorize the warranty, such as water heaters, paint, cabinets, etc. We will work with the CMs to not only quickly resolve the issue, but also use this information to help the CMs detect patterns and improve their services. As shown below, Tetra Tech will provide a layered for applicant appeals, treating appeals and complaints seriously with review by management before a finalized decision is made.



Moreover, if an applicant feels it's necessary to elevate an appeal or submit a complaint regarding the program, they will be provided instructions included on the registration form on how to reach the Complaints, Reconsiderations and

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Warranties Coordinator for their program. The Coordinator's responsibility includes managing complaints and appeals by documenting the compliance or appeal request and receiving Deputy Program Manager sign-off before closing a case. Common complaints will be briefed to the program in the weekly management call so that the Tetra Tech team can be proactive with solutions and update trainings to proactively mitigate issues.

4. Problem Identification & Proposed Solutions

	CHALLENGE	SOLUTION
TASK01	<p>Disinterested homeowners. It has been a long time since the disaster. Some homeowners have moved on, are not interested, or may have heard from others that the process is too complex.</p> <p>Finding homeowners. The program will provide us with a list of potential applicants, but we anticipate that calling and emailing will have limited results.</p>	<p>Engaging homeowners is a matter of clear communication. These are very complex programs, but they should not feel complex to the customers. We will communicate with customers verbally, in writing, and visually. We will conduct outreach efforts in targeted areas and advertise and distribute documentation that clearly and concisely explains each program. We will demonstrate to the customers that they will be helped along the way.</p> <p>Aside from calls and emails, we plan on advertising outreach efforts and having community meetings. These are intended not only to find the applicants, but to educate them and give them an opportunity to sign up on the spot. We will have equipment to begin collecting data at these in-person engagement efforts.</p> <p>We must make it easy for the applicant to gather the information and for our team to collect it. This begins with a clear explanation and simple-to-follow checklist detailing what documents are needed to determine eligibility. Then, we help make it easy to digitize or submit this documentation, so it is not lost. Our software suite will allow applicants to take pictures of these documents for ease of submitting, but we will also accommodate hard-copy documentation through intake centers. For technologically enabled applicants, our application portal provides a clear, visual record of progress, including a live view of which documents have submitted and what remains to be completed. For applicants that need additional assistance, we will leverage off-line methods for manual submittals and updates.</p>
TASK02	<p>Gathering documentation. The program requires the collection of a variety of documents. Most applicants do not have these documents on hand and getting them can be cumbersome.</p> <p>Travel in Puerto Rico. Travel in Puerto Rico is difficult. Moreover, applicants have busy schedules and often need to travel to intake centers during rush hour or late at night.</p>	<p>Our intake centers need to be strategically located. To service the entire island, we anticipate the need for 6 intake centers at the start, with a reduction to 4 as program volume reduces, and the potential for a mobile intake center in lieu of one of the centers. We can only process documentation as quickly as applicants can compile and share it, and we understand that driving long distances in Puerto Rico can be onerous. By providing intake centers that are closer to the applicants, we can greatly reduce their driving time.</p>
TAS	<p>Unforeseen conditions. Unforeseen conditions are not found until</p>	<p>We anticipate that the most common unforeseen conditions will relate to rooves and site conditions. Our staff will be trained to anticipate these</p>

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construction begins, resulting in changes in project intent and construction delays.

Changes in project intent. Failure to accurately assess a home or property could change the project intent.

Errors in damage assessments. Inaccurate damage assessments cause delays, change orders, and changes in project intent.

Properly identifying vulnerabilities and safety hazards. Risk assessments require a separate set of review and analysis criteria from damage assessments.

Uninformed customers. Customers sometimes arrive at the grant agreement with a different understanding of their scope of work or award.

and flag them as needed. If we determine that a geotechnical study is necessary or that a roof may need destructive testing, we will work with the program to proactively mitigate the impact these conditions could have.

There are many factors to consider in the evaluation and agreement of project intent. Homes that are bordering the caps could change project intent from a repair or reconstruction to a relocation due to a simple change order. Our damage assessment staff will mitigate these types of changes in two ways. First, all damage assessments will be conducted in a manner that takes project intent into consideration, assessing the likelihood of a home moving to relocation or out of a repair path. Second, we will flag all homes that we anticipate could change intent. Additional tests or inspections may be performed to prevent changes of intent.

The accuracy and quality of the damage assessment report can have ripple effects throughout each project activity. Tetra Tech will create a consistent and accurate process for inspectors to capture all required elements in a single site visit whenever possible. Completing required assessments in a single visit will not only minimize the disturbance to the customer, but also expedite each following step for the property. Having to revisit a home delays the process and reduces bandwidth. Likewise, assessment errors could cause change orders, result in changes in project intent, or even change the customer's pathway after work has begun. By creating standardized tools, Tetra Tech will enable inspectors to efficiently and correctly collect the information needed.

Tetra Tech approaches risk assessments as an entirely different process from damage assessments. We will properly train our staff to vulnerabilities and safety hazards as part of the risk assessment process. To avoid confusion between damage assessment and risk assessment, we will have two completely different team for these tasks. We will establish processes and checklists to facilitate proper risk assessment on participating properties.

We must make sure that customers thoroughly understand their award prior to the grant agreement. There should not be surprises on pathway, scope of work, selected contractor, ADA, and/or DOB limits. As such, we must have the documentation required to verify that the customer was informed of and understood their award. If the customer has a disagreement, it must be cleared up prior to the grant agreement. Along the same lines, customers may understand the scope of work but fail to understand or fully accept the quality of the materials or other program limits. Tetra Tech's function is to help manage the message by remaining firm but polite. It is not that we do not want to help, it is that we cannot.

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TASK 04

TASK 05A

Issues with the CM. During this process, we release control to the CM during most of the preconstruction process, and they may cause delays.

Finding a home. The housing market in Puerto Rico is very crowded and the stock is limited. It will be hard for customers to find a home.

Contingent offers. With large volumes of buyers in today's market, sellers may not be inclined to accept a contingent offer.

Failed inspections. Inspection failures waste time and resources.

Inspection stacking. Due to program monthly goals, inspections tend to aggregate at the end of the month. This makes for slow weeks at the beginning of the month and high volumes of inspections at the end.

Missing documentation. In the hurry to start or complete construction, closeout requirements can become a secondary priority.

While the CM may cause delays, it is our function to help resolve and prevent issues. In Tetra Tech's experience, we have found that most delays can be prevented with proper coordination. Because the type and quantity of homes assigned to each CM is within our control, we can help mitigate potential issues from the outset by making appropriate assignments. For problems occurring during the design phase, we can be a facilitator of best practices by collecting and sharing lessons learned by CMs across the program. Overall, Tetra Tech will support issue resolution by working closely with CMs.

Tetra Tech will work closely with the housing counseling function, and coach customers to fully leverage this resource. Finding a new home in today's market is not going to be a quick and easy process, so we have to communicate frequently and transparently with each customer, including regular phone calls to understanding how their search is progressing.

We need to simplify the contingent offer process, so it is not viewed as a burden to the seller. It is a government program that requires only a minor inspection, but it will be a quick sale compared to other buyers. This means making documentation that is simple and easy to understand and getting the process done quickly, including appraisals. Our job is not to fail inspections; it is to prevent failures. Our inspectors must thoroughly understand construction and the approved materials for the program. The key to this task is to track and help correct recurring issues that continuously cause inspections to fail. This will allow us to educate the CMs on program priorities and standards to help them succeed. By doing the research and tracking the data, we can move from failing inspections to preventing failures.

Tetra Tech anticipates this fluctuation in work and will compensate by shifting our staff to documentation management at the start of the month; pre-inspections and coordination with CMs in the middle of the month; and overtime at the end of the month, including weekends. Tetra Tech's flexible scheduling system is designed to accommodate these foreseen fluctuations in work across the program lifecycle.

Tetra Tech starts with the end in mind. When we create our policies, guidelines, and day-to-day toolkits, we start by asking what the end looks like. We plan at the start each activity that can help efficiently close the file, from documentation and compliance to logistics and communication. Even our start-up file structure mirrors the needs we anticipate in audits, final reports, subrecipient closeouts, and HUD closeout packages. Our goal for closeout is to publish the final package that we have been building since kickoff.

TASK05B

TASK06

TASK07

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT B

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

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

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

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

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

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

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

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

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

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The Program Manager will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The Scope of Work presented is based upon circumstances existing at the time this Scope of Work is released. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The Program Manager may be required to work outside of normal business hours to accommodate for the applicant's availability and Program operational needs (i.e. weekends or evenings).

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

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

Operations Start-Up

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

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

Task 00: General Program Management and Administration **Hourly Rate Task**

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

- **Program Manager** **Qty: 1**
The resource assigned to the Program Manager position must have a bachelor's degree from an accredited institution or at least three (3) years of experience in other federally funded housing projects and at least seven (7) years of experience in project management.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

▪ **Safety Officers** **Qty. 2**

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

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

▪ **Special Inspectors** **Qty. 2**

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

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

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

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

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

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

▪ **Operational Support**

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

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

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▪ **Program and Project Management**

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

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

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

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

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

▪ **Document Control and Management**

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

▪ **Accounting and Reporting**

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

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

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Per Unit Tasks

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

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

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

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

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- **Reconsiderations**

- Orient applicants on the submission of requests for reconsideration, be it through a program-based reconsideration process with the Program Manager or an administrative review process with the PRDOH.
- Receive, log, evaluate, acquire additional information, make and notify determinations on program-based reconsideration requests submitted by applicants. Program-Based Reconsideration request shall be evaluated within 20 calendar days 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.

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- **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.

- 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.

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

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

▪ **Intake Review**

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

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

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▪ **Eligibility Review**

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

▪ **Duplication of Benefits Review**

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

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

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

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

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

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

This task shall include the following:

▪ **Preparation**

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

▪ **Damage Assessment**

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

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- Awnings;
- Garage doors;
- Decks, porches, and balconies;
- Exterior railings and stairs;
- Roof weatherproofing and covering including: asphalt shingles, wood shingles or shakes, metal roofing, cement shingles, built-up roofing, single-ply membranes, and roll roofing, among others;
- Skylights;
- Gutters and downspouts, as well as drainage issues;
- Parapets and gables;
- Lighting protection;
- Electrical service entry including: overhead wires, electric meter, service entry conductor;
- Water service entry including: curb valve, house service main, master shut-off valve, and water meter; and
- Evidence of mold, fungi and/or insect infestations, amongst others;
- Septic tanks.

- Assess the home's interior elements and determine their conditions and damages. Home interior elements may include (but is not limited to):

- Basement and crawl spaces;
- Evidence of mold, fungi and/or insect infestations, amongst others;
- Thermal insulation;
- Structural, electrical, plumbing, and HVAC systems;
- Walls and ceilings;
- Floors;
- Columns;
- Interior doors;
- Windows;
- Closets;
- Trim and finishes;
- Convenience outlets and lighting;
- HVAC sources;
- Skylights;
- Plumbing;
- Tub and shower enclosures;
- Ceramic tile;
- Counters and cabinets;
- Electrical service;
- Storage spaces;

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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 result in a reduction to the applicant's duplication of benefits determination.
 - Affirm home location on lot and gather GPS coordinates for home site to confirm flood zone designation.
 - Complete any other surveys requested by the PRDOH while on-site with the applicant.
 - Any other task necessary to complete the Damage Assessment.
- **Damage Assessment Report**
 - Prepare a detailed report on the condition of the home and damages identified during the damage assessment.
 - Clearly document storm-damage and tie back to the storm with photographic evidence and narrative in the report.
 - Include the total cost of the repair to bring the home within the Program parameters.
 - Include the quantification of the value of work performed by the applicant at their home after the disaster.
 - Include a detailed item-by-item take-off of the damages identified. For cost determination, take-offs shall be combined with standardized unit prices for each type of damage.
 - Include photographic evidence of the home's exterior including photos of the front, back, and sides. Include any additional photograph required to document the overall building structure and site.

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

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

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

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

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

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

▪ 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.

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

The PRA shall include the following:

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

▪ **Property Risk Assessment (PRA)**

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

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

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- Other building components such as windows, skylights, entrance/egress doors, security grills, gates, fence, railings, guardrails, attics, crawl spaces, basements, and others;
- Any other evaluation of existing conditions necessary to prepare the site PRA and to determine the level of vulnerability and unmet need.
- The assessment of interior structural conditions shall clearly identify existing and vulnerable conditions and imminent safety hazards. This includes but is not limited to:
 - Electrical system (distribution panel, breakers, conduits, outlets, ground fault circuit interrupters, switches, luminaires, exposed wires, etc.);
 - Smoke and carbon monoxide alarms/detectors;
 - Plumbing system (valves, distribution/supply lines, kitchen/bathroom faucets and components, drain system/components, toilet, shower tubs, heads, shower head water heaters, vanities, pedestals etc.);
 - Heating, ventilation and air conditioning system;
 - Floor (wood, vinyl, ceramic tiles, boards, etc.);
 - Walls (bearing/non-bearing walls, gypsum wall board/wood partitions, trim, insulation, finishes, paint coating, hazards, etc.);
 - Ceiling (detached concrete cover, exposed/corroded steel 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.

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▪ **Environmental Desktop Review**

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

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

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

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

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

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

Task 04: Environmental Review Records (Tier II)

Per Unit Task

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

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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 than the purchase price, the Program Manager shall contact the seller and attempt to negotiate a transaction for the appraised value.
 - The property's compliance with HQS. In cases of non-compliance the Program Manager shall contact both the applicant and the relocation property seller to either (i) obtain a waiver from the applicant for HQS compliance (when feasible), or (ii) get the relocation property seller's commitment to perform the necessary improvements for HQS compliance prior to acquisition by the Program.
 - The property's environmental factors, such as flood zone designation, landslide risk, historical considerations, etc.
 - The property's ownership and any issues that might prevent PRDOH from acquiring the relocation property for the applicant. Any issues shall be discussed with the relocation property seller prior to a final determination.
- Any other tasks necessary to perform and complete the title study process.

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▪ **Relocation Property Closing Event**

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

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

▪ **Relocation Property Move-In**

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

▪ **Applicant Property Closing Event**

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

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

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

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▪ **Pre-Construction Management and Coordination**

- The Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
- Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
 - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
 - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
 - Are consistent with the demolition of the applicant's property and the contract terms and conditions of the CM contracts.
 - Considered any requirements or special conditions imposed by the regulatory agencies (such as DRNA, PRPB, 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.

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Task 06: Progress Inspections & Payment Request

Per Unit Task

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

▪ **Coordination of Progress Inspection**

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

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.

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

Task 07: Applications Closeout

Per Unit Task

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

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

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

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Additional Services (Allowance)

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

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a. Additional Intake Centers

Per Month Per Intake Center Task

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

b. Appraisal of Home Market Values

Per Unit Task

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

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c. Update of a Previously Appraised Home Market Values

Per Unit Task

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

d. HQS Inspections

Per Unit Task

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

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

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

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e. URA Reimbursement Allowance **Allowance**

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

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f. Title Investigations **Per Unit Task**

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

g. Title Investigations Update **Per Unit Task**

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

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

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

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i. Property Registry Fees **Allowance**

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

j. Legal Services **Allowance**

An Attorney-Notary Public may be required to perform Legal Services under the Program(s) which may consist of drafting, attesting, and authenticating notarial documents pursuant to the law of the juridical business and the will of the parties. Should additional services be needed by the PRDOH, such shall be agreed upon

by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services. As part of this services, the Notary Public must be available to provide notary services throughout the island, including conducting/participating/assisting of the closing events. PRDOH will occasionally require the availability of the Program Manager(s) Attorney-Notary Public for short or immediate consideration.

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

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

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

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

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

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

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Environmental Specialized Services

Allowance

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

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I. Elevation Survey

Per Unit Task

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

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

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

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

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

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END OF SCOPE OF WORK

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 12, 2022 15:57 AST)

Jonathan Burgiel
Jonathan Burgiel (Dec 9, 2022 20:43 EST)



ATTACHMENT C

COMPENSATION SCHEDULE

Tetra Tech, Inc

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

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	\$220.00	\$44,000.00
Regulatory Compliance Officer	1	200	\$165.00	\$33,000.00
Safety Officers	2	200	\$135.00	\$54,000.00
Special Inspectors	2	200	\$155.00	\$62,000.00
Non-Specific Program Positions Monthly Sub-total				\$193,000.00
R3 Program Specific Positions				
R3 Deputy Program Manager	1	200	\$190.00	\$38,000.00
R3 Operations Manager	1	200	\$185.00	\$37,000.00

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R3 Complaints, Reconsiderations and Warranties Coordinator	1	200	\$140.00	\$28,000.00
R3 Program Positions Monthly Sub-total				\$103,000.00
SF-MIT Program Specific Positions				
SF-MIT Deputy Program Manager	1	200	\$190.00	\$38,000.00
SF-MIT Operations Manager	1	200	\$185.00	\$37,000.00
SF-MIT Complaints, Reconsiderations and Warranties Coordinator	1	200	\$140.00	\$28,000.00
SF-MIT Program Positions Monthly Sub-total				\$103,000.00
Monthly Sub-Total R3				\$ 199,500.00
Monthly Sub-Total SF-MIT				\$ 199,500.00
36 Months Sub-Total R3				\$ 7,182,000.00
36 Months Sub-Total SF-MIT				\$ 7,182,000.00
Total				\$14,364,000.00

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

Notes on Programs Management and Administration Task

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

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

R3 Program Tasks (Per Unit Services)

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

Table 2: R3 Program Tasks

Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	584	1	\$1,320.00	\$1,320.00	\$770,880.00
02. Complete Applications	1,667	1	\$1,560.00	\$1,560.00	\$2,600,520.00
03-A. Damage Assessments & Initial Project Intent Notification	1,667	1	\$2,600.00	\$2,600.00	\$4,334,200.00
04. Environmental Review Records	1,667	1	\$585.00	\$585.00	\$975,195.00
05-A. Repair/Retrofit or Reconstruction Award Coordination	1,167	1	\$1,100.00	\$1,100.00	\$1,283,700.00
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$800.00	\$800.00	\$400,000.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$550.00	\$550.00	\$275,000.00
06. Progress Inspections & Payment Request	1,667	4	\$875.00	\$3,500.00	\$5,834,000.00
07. Applications Closeout	1,667	1	\$425.00	\$425.00	\$708,475.00
Total Base Cost for R3 & BRR Programs Applications Processing					\$17,182,470.00

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.

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- **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.

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

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

Table 3: Single-Family Housing Mitigation Program Tasks

Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	1,667	1	\$1,320.00	\$1,320.00	\$2,200,440.00
02. Complete Applications	1,667	1	\$1,560.00	\$1,560.00	\$2,600,520.00
03-B. Property Risk Assessments & Initial Project Intent Notification	1,667	1	\$2,800.00	\$2,800.00	\$4,667,600.00
04. Environmental Review Records	1,667	1	\$585.00	\$585.00	\$975,195.00
05-A. Retrofit/Reconstruction Award Coordination	1,167	1	\$1,100.00	\$1,100.00	\$1,283,700.00
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$800.00	\$800.00	\$400,000.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$550.00	\$550.00	\$275,000.00
06. Progress Inspections & Payment Request	1,667	4	\$725.00	\$2,900.00	\$4,834,300.00
07. Applications Closeout	1,667	1	\$425.00	\$425.00	\$708,475.00
Total Base Cost for SF-MIT Programs Applications Processing					\$17,945,230.00

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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.

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Additional Services (Contract Allowance)

Table 4 shows the Additional Services units and unit costs.

Table 4: Additional Services

Task	Units	Unit Cost
Intake Centers		
a. Additional Intake Center	Month Per Center	\$2,900.00
Appraisals		
b. Appraisal of Home Market Value	Each	\$540.00
c. Update of a Previously Appraisal of Home Market Value	Each	\$240.00
Relocation Additional Tasks		
d. HQS Inspections	Each	\$600.00
f. Title Investigations	Each	\$145.00
g. Title Investigations Update	Each	\$75.00
h. Notarial Deeds	% of Value	1.00%
Environmental		
k. Re-Evaluation of Environmental Review Record	Each	\$275.00
l. Elevation Survey	Each	\$250.00
m.1 Historical & Archaeological Studies: (Long Form)	Each	\$825.00
m.2 Historical & Archaeological Studies: (Short Form)	Each	\$1,050.00
URA Payments Processing		
URA Administrative Fee	Per Check Issued	\$125.00
Additional Allowances		
Environmental Specialized Services		Per RFA
e. URA Reimbursement Allowance		Reimbursement
i. Property Registry Fees		Reimbursement
j. Legal Services		Per RFA

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

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

Notes on Additional Services

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

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Total Contract Cost

The Total Contract Cost awarded was for the amount of **\$54,479,400.00**.

Distribution	Program	Cost Per Program	Total Cost
Program Management and Administration	R3	\$7,182,000.00	\$14,364,000.00
	SF-MIT	\$7,182,000.00	
Program Application Processing	R3	\$17,182,470.00	\$35,127,700.00
	SF-MIT	\$17,945,230.00	
Allowance	R3	\$2,493,850.00	\$4,987,700.00
	SF-MIT	\$2,493,850.00	
Sub Total R3			\$26,858,320.00
Sub-Total SF-MIT			\$27,621,080.00
Total			\$54,479,400.00

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



ATTACHMENT D

PERFORMANCE REQUIREMENTS

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

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Scope of Work

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

Practice of Licensed Professions

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

Delivery Schedule

Operations Start-Up

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

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

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

Task 00: General Program Management and Administration

Applicant Relations & Communications

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

Reconsiderations

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

Construction Control, Monitoring, and Statutory Compliance

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

Task 01: Targeted Outreach and Application

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

Task 02: Complete Applications of the Program(s)

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

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

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

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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.

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

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

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

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A. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Puerto Rico Department of Housing (*PRDOH)**, the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

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

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

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

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

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

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

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

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

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

(X) A.2 Limit:

- (X) each occurrence \$1,000,000
- (X) Aggregate \$5,000,000
- (X) Deductible \$ 5,000

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

5. **(X) Umbrella**

Limit - \$5,000,000

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

- (X) a. Breach of warranty
- (X) b. Waiver and / or Release of Subrogation
- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 30 Days Cancellation Clause

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

B. TERMS AND CONDITIONS

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

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

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



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.

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3. BREACH OF CONTRACT TERMS

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

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4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

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12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

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

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

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19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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:

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

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

of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

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

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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.

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

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

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

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

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

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.

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- 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.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title

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

28. BONDING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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30. FAIR HOUSING ACT

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

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31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in

surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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34. PERSONNEL

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

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35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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.

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44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

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45. VALUE ENGINEERING

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

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



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT G

APPENDIX C CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

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TETRA TECH, INC.

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The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services for the R3 Program, BRR Program, and the SF-MIT Program** contract by and between the **Puerto Rico Department of Housing** and **Tetra Tech, Inc.:**

1. The expected contractor's subcontractor(s) in connection with the contract is (are) the following:

- **Arqueo Consulting Group**
Name: Federico Freytes, Principal (*no additional Stakeholders*)
Phone: (202) 258-6264 | (787) 549-2874
E-Mail: rikifreytes@yahoo.com
Services: Archaeological studies.
- **Deval, LLC**
Name: Lusby Adriana Sarmiento, Senior Vice President
Phone: (703) 962-1882
E-Mail: lsarmiento@deval.us
Services: Eligibility Review/Intake Centers/Case Management, Sale/Purchase/Closing, appraisal
Stakeholders:
 - Deborah García-Gratacós – Founder/CEO
 - Osvaldo L. Gratacós – President & Chief Investment Officer
 - Edgar Garrido – Chief Financial Officer
 - Cielo Henao – Chief Information Officer
- **MFORCE Surveying, PSC**
Name: Carlos Fournier Morales, President (*no additional Stakeholders*)
Phone: (787) 548-1461
E-Mail: cfournier@mforcegroup.com
Services: Professional Land Surveying
- **MPACT Strategic Consulting, LLC**
Name: Spurgeon Robinson, President/CEO (*no additional Stakeholders*)
Phone: (917) 817-8692
E-Mail: srobinson@mpact-consulting.com
Services: Program Management Staffing & QA/QC/Compliance

- **Quest Development and Finance, LLC**
Name: Mariela Quiñones, CEO (*no additional Stakeholders*)
Phone: (787) 366-8424
E-Mail: marielaquinones1@yahoo.com
Services: Program Management Staffing & QA/QC/Compliance
- **Resilient Strategies Group, LLC**
Name: Jorge Ramirez, Principal (*no additional Stakeholders*)
Phone: (512) 633-4945
E-Mail: jorge@resilientsg.com
Services: Safety and Program Management
- **The Consulting Lead, Inc.**
Name: Gloria M. Fernandez, President and Principal
Phone: (787) 529-3871
E-Mail: gloria.fernandez@theconsultinglead.com
Services: Eligibility Review/Intake Centers/Case Management
Stakeholders:
 - Gloria M. Fernandez, President and Principal
 - Jeffrey Quiñones Diaz, MS, JD, Partner
- **TSG Services Caribbean LLC**
Name: Michael Sullivan, CEO/President (*no additional Stakeholders*)
Phone: (404) 849-1708
E-Mail: Tsgprogramservices4@gmail.com
Services: Damage Assessments/Inspections and URA

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

None

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).

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- 5. Neither the contractor, nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract.
- 6. Any incorrect, incomplete, or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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


Signature

September 22, 2022
Date

Jonathan Burgiel
Printed Name

President
Position



ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

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TETRA TECH, 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."

Jonathan Burgiel
Jonathan Burgiel (Dec 9, 2022 20:48 EST)

Signature

December 9, 2022

Date

Jonathan Burgiel

Printed Name

Business Unit President

Position

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 12, 2022 15:58 AST)

Jonathan Burgiel
Jonathan Burgiel (Dec 9, 2022 20:48 EST)












PM AGREEMENT_TETRA TECH, INC Part 1

Final Audit Report

2022-12-12

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Status:	Signed
Transaction ID:	CBJCHBCAABAAFwLBSFzcRpNNxCBSR8pp78ZBRN7Sw9wR

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-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-12-12 - 7:55:09 PM GMT
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







PM AGREEMENT_TETRA TECH, INC Part 2

Final Audit Report

2022-12-12

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2022-12-10 - 1:43:29 AM GMT
-  Document e-signed by Jonathan Burgiel (jonathan.burgiel@tetrattech.com)
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-  Email viewed by w.rodriquez@vivienda.pr.gov
2022-12-12 - 7:55:27 PM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
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PM AGREEMENT_TETRA TECH, INC Part 3

Final Audit Report

2022-12-12

Created:	2022-12-09
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXk8lhjcnfbHab-9OQXI8cZc8uvFuxrWz

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-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2022-12-09 - 7:12:59 PM GMT
-  Document emailed to jonathan.burgiel@tetrattech.com for signature
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-  Email viewed by jonathan.burgiel@tetrattech.com
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-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
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