



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

**AMENDMENT A TO AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
PROGRAM MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
AECOM TECHNICAL SERVICES, INC.
Contract No. 2020-DR0004**



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THIS **AMENDMENT A** TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM PROGRAM MANAGERS, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 8 day of July, 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 with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **AECOM TECHNICAL SERVICES, INC.** (hereinafter, the "CONTRACTOR"), with principal offices in 954 Ponce de León, Suite 300 San Juan, Puerto Rico 00907 herein represented by John Bowers, in his capacity as Vice President, of legal age, married, and resident of Maryland duly authorized by Resolution by the CONTRACTOR (collectively, **the Parties**).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 16, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0004, for the performance of Program Management for the Home Repair, Reconstruction, or Relocation Program in connection with the CDBG-DR Program (the "**Agreement**").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable program management services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **TWENTY-TWO MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$22,384,943.00)**; to the Contractor from **ACCOUNT NUMBER R01H07RRR-DOH-LM 4190-10-000**, ending on July 15, 2022.

WHEREAS, the Parties wish to amend the Agreement to extend the term until July 15, 2024.

WHEREAS, the Parties also wish to amend the Agreement to replace **Attachment D (Compensation Schedule)** with an amended **Attachment D (Compensation Schedule)**.

WHEREAS, this Amendment also conforms the Agreement to federal, state, and local regulations and statutes.

WHEREAS, this Amendment A is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment A.

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

II. SCOPE OF AMENDMENT

The R3 Program has made recent policy and operational changes to serve a greater population of applicants with a relocation project intent. It's necessary to amend the "Program Management & Administration Task" to represent fully-loaded hourly rates in lieu of hourly staff plus overhead and profit percentages. This modification has no effect on the total cost of the task. Program Management Services contracts needs to be extended an additional **twenty-four (24) months**.

III. AMENDMENT:

A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment G (Contractor Certification)**. (See **Attachment I** of this **Amendment A**).

B. The Parties wish to replace **Attachment C** (Scope of Work) of the Agreement with a modified **Attachment C** (Scope of Work) hereto incorporated by reference into the Agreement. (See **Attachment II** of this **Amendment A**).

C. The parties agree to replace **Attachment D** (Compensation Schedule) of the Agreement with a modified **Attachment D**; hereto incorporated by reference into the Agreement. No additional funds are required to be added. (See **Attachment III** of this **Amendment A**).

D. The Parties agree to amend **Article II. TERM OF AGREEMENT**, paragraph A, with the following:

A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Agreement was for a performance period of thirty-six (36) months, ending on July 15, 2022. The Parties hereby agree to extend the period of performance for an additional period of performance of **twenty-four (24) months**, ending on July 14, 2024.

E. As of April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the DUNS Numbers with the following Unique Entity Identifier:

PUERTO RICO DEPARTMENT OF HOUSING
Unique Entity ID: **FFNMUBT6WCM1**

AECOM TECHNICAL SERVICES, INC.
Unique Entity ID: **EPUXNLX5EYC4**

F. The Parties agree to replace **Article XX. SECTION 3 CLAUSE**, as follows:

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

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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 impediment that would prevent them from complying with the part 75 regulations.

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

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

E. The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 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)

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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 sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).

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

- G. The Parties agree to add a new **Article LIV. 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)**, as follows:

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

- A. The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE 2021-029.
- B. The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 2021-029 and CC 013-2021 will result in the termination of this agreement.
- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
- D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it

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has completed the applicable certification as stated in CC-013-2021.

- H. The Parties agree to add a new **Article LV. 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**, as follows:

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

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

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

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

- I. The Parties agree to add a new **Article LVI. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS**, as follows:

LVI. 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

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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.

- J. All other terms and conditions of the Agreement remain unchanged.
- K. Each party represents that the person executing this Amendment C has the necessary legal authority to do so on behalf of the respective party.

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IV. HEADINGS

The titles to the paragraphs of this Amendment 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 Amendment.

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V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VI. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

VII. COMPTROLLER REGISTRY

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

VIII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

IX. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

X. COUNTERPARTS

This Amendment 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 Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

XI. 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.

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

PUERTO RICO DEPARTMENT OF HOUSING

AECOM TECHNICAL SERVICES, INC.

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 8, 2022 13:39 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

John D Bowers
John D Bowers (Jul 8, 2022 10:16 EDT)

John Bowers
Vice President

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

AECOM Technical Services, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Program Management Services** contract amendment by and between the **Puerto Rico Department of Housing** and **AECOM Technical Services, Inc.**:

1. The expected contractor's subcontractor(s) in connection with the contract¹ is (are) the following:

Current Subcontractors/Principal in charge of this program

CPM PR, LLC - Jose J Perez Elias

Plexos Group, LLC - Derrick Stensrud

Octagon Consultant Group Corp. - Raimundo Marrero

AD&Visions PSC - Monique Lugo Lopez

CPM PR, LLC - T&M, Engineering Technical Support for scoping, estimating and design review

Plexos Group, LLC - T&M, Grant Award Administrative support, Compliance and Call Center Support

Octagon Consultant Group Corp - Appraisal and Damage Assessment

AD&Visions PSC - Construction Milestone Inspections

Copies of the original agreements and the latest modification are enclosed

CPM PR, LLC - Current contract value modification 6 - \$3,000,000

Plexos Group, LLC - Current contract value modification 10 - \$2,300,000

Octagon Consultant Group Corp - Current contract value modification 3 - \$450,000

AD&Visions PSC - Current contract value modification 4 - \$750,000

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

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

N/A

N/A

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges, or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit.
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract.
6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this ___11___ day of ___April___ of ___2022___.

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



Signature

11 April 22

Date

John D Bowers
Printed Name

Vice President
Position

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment II of this Amendment A

SCOPE OF WORK

**Request for Proposals
Program Management Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-04
(Revised for Negotiations)**

This document defines the program management tasks that the Proposer must perform in order to support PRDOH in the implementation and administration of two (2) Housing CDBG-DR Programs. The PRDOH reserves the right to retain program management of some of these programs internally and to select more than one Program Manager. A description of the two (2) Housing CDBG-DR programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan. The two (2) Housing CDBG-DR programs that will be subject to the Program Management services, are briefly described as follows:

1. **Home Repair, Reconstruction, or Relocation Program (R3)** - 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 the lesser of \$60,000 or 50% of the current value – as confirmed through program inspection, or if a feasibility inspection determines that reconstruction is required. Duplication of benefit review is required to ensure no individual receives duplication of benefit for the same purpose and/or effect as funds provided from other sources to recover from the hurricanes. Applicant awardees must subrogate any additional funds received for damage caused by hurricanes Irma or Maria back to PRDOH. If additional funds are paid to applicant awardees for the same purpose as the housing assistance award received through PRDOH funding (i.e., repair or replacement of the damaged structure) after PRDOH has completed the repair/rehabilitation/relocation project, those funds must be returned to Puerto Rico. The Housing Relocation Program provides homeowners with substantially damaged homes located in high risk areas an opportunity to relocate to a safer location.
2. **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, mitigate default/foreclosure proceedings, etc. Housing Counselors will be equipped to connect program participants with resources including, but not limited to, Voluntary Organizations Active in Disaster (VOAD), and other federally funded programs like Continuums of Care (COC), section 8, and rental subsidy programs. The Program Manager will assign program participants to Housing Counselors retained by the PRDOH.

The PRDOH is conceptualizing the implementation of the housing programs through the use of internal resources and outsourced consultants and contractors. Call Center Services will be managed at a centralized location for all programs implemented under the CDBG-DR grant(s). Call Center Services are being procured by the PRDOH separately from all other services. However, it is expected that selected Program Manager(s) staff offices with adequate staff to answer calls from applicants assigned to the Program Manager Team. For the Housing Counseling

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Program the PRDOH will establish agreements with HUD-approved Housing Counseling Agencies. These agencies will be the entities responsible for the actual counseling services to be provided. The implementation of the Home Repair, Reconstruction, or Relocation Program will be divided into regions. For these programs the PRDOH will outsource general contractors to be responsible for the implementation of repair and construction works. The PRDOH will also contract independent environmental consulting firms to execute environmental reviews and studies, as well as test for the presence hazardous materials and develop abatement measures. The Proposer will be responsible for everyday management of the different tasks performed by the PRDOH's other contractors and consultants. The Proposer will also be responsible for the inspection of all construction works completed through the housing programs, except for homes located at participating municipalities or performed by other inspection firms of which additional details may be found further in this Scope of Work.

The Proposer 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.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which 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 contemplated contract execution date. As the PRDOH may select more than one Program Manager, the specific municipalities or regions where each Program Manager shall perform work will be determined at the sole discretion of the PRDOH. Program Managers may not charge additional costs due to the PRDOH assignment of municipalities or regions. The Proposer must provide and secure the necessary office space, office furniture, office supplies and personnel to staff the offices. The PRDOH may redefine municipalities or regions initially assigned based on Program Managers 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 forty-five (45) days of the contemplated 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, the following key staff resources:

- | | |
|--|---------------|
| <ul style="list-style-type: none">▪ Program Manager | Qty: 1 |
| <p>The resource assigned to the Program Manager position will be the main point of contact between the PRDOH and the Program Manager. He shall be available on-call and assist program status and progress meetings. The Program Manager position responsibilities include formulating, organizing, and monitoring the overall performance of the projects; deciding on suitable strategies and objectives; coordinating cross-project activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the program's</p> | |

performance and its staff; assess program 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. The Program Manager shall maintain a complete understanding of all applicable Housing Program policies, requirements, and procedures and reviews all cases within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery and similar programs/projects. Should have a bachelor's degree from an accredited institution and at least ten (10) years of experience in CDBG-DR program funder for disaster recovery and community development or related field.

▪ **Deputy Program Manager** **Qty. 1**

The resource assigned to the Deputy Program Manager position shall work together with the Program Manager to ensure the smooth performance of the project. Responsibilities will include: scheduling, assigning staff, allocating resources, assessing risk and manage them, coordinating various components that contribute to the project as a whole to ensure on-time delivery, ensuring that deadlines are met, and keeping all parties informed of progress and any outstanding issues. The resource assigned to the Deputy Program Manager positions shall have at least a bachelor's or associate degree from an accredited institution or have at least five (5) years of experience in CDBG-DR, housing, community development, or related fields.

▪ **Operations Manager** **Qty. 1**

The resource assigned to the Operations Manager position will be responsible for the daily field operations and ensuring that such daily operations are performed in the most efficient manner. He will oversee logistics management, ensuring that procedures are in place to align with the program's goals and objectives. He will oversee standards of performance, safety policies, and procedures, and adjust internal policies as necessary. He 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. The resource to be assigned to the Operations Manager positions shall be licensed professional engineers in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended and must have at least five (5) years of experience in the management of projects.

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

The resource assigned to the Compliance Officer position will be responsible for ensuring that program activities and contracts follow applicable federal, state, and local regulations. He will create and implement policies, standards, and procedures to monitor compliance of all parties with applicable regulations. In addition, he will enforce standards to ensure that program maintains compliance standards. 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. The resource assigned to the Regulatory Compliance Officer positions must have be acquainted with the requirements of the Davis-Bacon Act, the Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Standards, Section 3 requirements of the Housing and Urban Development Act of 1968, Minority Business Enterprise, and Women Business Enterprise. Shall have at least five (5) years of experience working in some sort of regulatory compliance field.

▪ **Complaints Coordinator** **Qty. 1**

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The resource assigned to the Complaints Coordinator position will be responsible for coordination of complaints and appeals resolution by performing tasks such as investigating the complaints or appeal, surveys, interviews, educating the applicants, etc. The Complaints 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 Coordinator may escalate the complaint or appeal to a higher management position for the appropriate actions to be taken. He must also ensure that applicant complaints are resolved in a timely matter. The resource assigned to the Complaints Coordinator position must have excellent communication skills with applicants and must have at least five (5) years of experience working in some sort of customer relations position.

▪ **Safety Officers** **Qty. 2**

The resources assigned the Safety Officer position shall be responsible for developing, monitoring, and implementing health and safety policies as to ensure that programs follow health and safety laws and regulations, and 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. 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 hours training certification in the construction industry.

▪ **Special Inspectors** **Qty. 2**

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 damage assessments requiring special engineering considerations for out of the ordinary conditions that may require specialized knowledge and attention to determine if repairs can or cannot be performed in a way that assures overall safety and integrity of the structures. Resources assigned to the Special Inspector positions shall be licensed professional engineers in compliance with Puerto Rico's Act Number 173 of August 12, 1988, as amended and must have at least ten (10) years of experience performing construction inspections.

Key staff resources must remain assigned to the Programs over the life of the contract and are to be invoiced by the Program Manager to the PRDOH on an hourly basis which will not exceed the monthly cost of the **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 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 for time worked by any additional positions other than the positions specified above. These will be invoiced by the Program Manager to the PRDOH based on the hours worked and the unit prices of **Tasks 1 through 6** described below.

The Program Manager shall be responsible for program operations, applications processing, and administration of the tasks and services contained herein related to the two (2) assigned CDBG-DR Housing Programs. This task will include the activities listed below. The activities listed under this task also apply to Tasks 01 through 06 to ensure proper management of the two (2) Housing Programs.

▪ **Operational Support**

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- Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the assigned Housing Programs, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.
- Develop a Communication Plan to match programs' objectives and include a formal structure for regular reporting, performance milestones, project-wide meetings, and policies on information for the community and press.
- Assist the PRDOH in the development of program policies and procedures, and, once approved by the PRDOH, their dissemination among all involved parties. Given that more than one Program Manager may be selected by the PRDOH for the programs, different Program Managers will have to collaborate as to ensure program policies and procedures are concise for the entire implementation group. Program Manager will have a lead role in the development of program policies and procedures. All policies and procedures are subject to PRDOH approval.
- Review contractors and subcontractors (including construction contractors, environmental contractors, etc.) contract deliverables to determine if such contractors and subcontractors are in compliance with their contracts and CDBG-DR requirements.
- Report on various aspects of the project that reflects the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
- Regularly communicating potential risks, issues, and statuses to PRDOH and pertinent parties.
- Offer alternatives to utilize IT solutions that support the management and implementation of all assigned disaster recovery programs/projects. The proposal for these IT solution alternatives shall consider the costs of synchronizing data with IT solutions provided and by PRDOH.
- Develop and/or utilizing existing processes for PRDOH to properly collect data and document information as necessary to optimize compliance with all funding streams.
- Ensuring PRDOH's documentation is sufficient to respond to Office of Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.
- Assist PRDOH training sessions regarding programs implementation. The Program Manager's lead staff shall be required to attend PRDOH training sessions. After training has been provided to the Program Manager's lead staff by the PRDOH, such lead staff will be responsible for the knowledge transfer to other PM staff.
- Document all applicant interactions and communications within the PRDOH system of record.
- Any other task necessary to support the programs' operations.

▪ **Project Management**

- Provision of project management for the assigned CDBG-DR Housing Programs as needed by the PRDOH.
- Provide survey, engineering, and construction oversight for flood zone determinations, elevation certificates, inspections for scope compliance, and HUD quality standards. All applicants must be able to obtain flood insurance in accordance with federal regulations.
- Perform periodic reviews of construction contractor 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), Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, and all

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other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned Housing Programs. 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.

- Perform periodic reviews of construction contractor 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.
- Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind. Critical stages will be identified, and a monitoring checkpoint established to ensure follow-up.
- Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.
- Track projects schedules.
- Establish program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
- Manage all designated construction, rehabilitation, and repair activities to include, but not limited to, cost analysis, inspections, construction progress, contractors' invoices review, and payment approvals, among others.
- Manage all acquisition, demolition, and clearance activities in accordance with Uniform Relocation Act (URA), FEMA requirements, and procedures established by the PRDOH.
- Manage Program compliance requirements to include programmatic and financial reporting including, but not limited to, coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
- Prepare documentation requested by PRDOH appeals board as it may apply. Comply with any requests from the PRDOH appeals board.
- Any other supporting functions or task necessary for proper project management.

▪ **Construction and Statutory Compliance**

- Prepare, review, and approve change orders.
- Set-up on-site visits and perform on-site monitoring interviews.
- Hold construction/rehabilitation contractors and suppliers/installers accountable for warranty issues and oversee warranty calls to a firm.
- Ensure that applicants are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified any point in the process, a due-diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
- Any other task necessary to ensure construction and statutory compliance of the programs.

▪ **Document Control and Management**

- Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policies and procedures.
- Establish and maintain protocols for physical file management to include, among other things, access to a file, tracking of location and possession of a file, and return of

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a file. This assumes that the Proposer will provide the necessary secure space and storage equipment to perform such function. It also assumes that the Proposer will maintain soft copy backups of originals in their custody.

- Ensure all project information and documentation is available at all times in the PRDOH system of record.
- Any systems, tools, or technology provided must meet PRDOH's Personal Identifiable Information requirements.
- Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG-DR 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 related to demonstrating eligibility of activities;
 - Records required to document activity related to real property;
 - Records documenting compliance with Davis-Bacon Act, 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;
 - Financial records and reports required by the Program; and
 - Records supporting any specific requirements of the Housing Programs or the CDBG-DR allocations.
- Please note that the PRDOH will not pay for any work not documented in the PRDOH system of record.
- Any other task necessary for the proper document control management.

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▪ **Accounting and Reporting**

- Provide status reports on a regular basis to keep the PRDOH informed of progress.
- As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have risen during the administration of the assigned Housing Programs.
- Provide the PRDOH with project progress reports on demand, as well as access to the project management system for PRDOH to monitor the project.
- Report on information that includes project activity deemed critical by the PRDOH.
- Compile and review information necessary to prepare efforts required under HUD regulations.
- Account for, and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants.
- Administer the collection and processing of insurance subrogation funds and funds provided by applicants to reduce duplicative benefits potential award gap. These funds will be reviewed and accounted for according to Program policies and procedures.
- 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 CDBG-DR funding requests if needed.

- Review requests for payment from grantees and subrecipients for CDBG-DR awards. This will include review of all reimbursement of eligible costs as well as cost feasibility.
- Any other task necessary to ensure proper accounting and reporting as related to the programs.

▪ **Applicant Relations**

- Setting up a local Program Manager Call Center to receive and handle calls forwarded from the CDBG-DR Call Center. The Program Manager will receive calls from the CDBG-DR Central Call Center with potential 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 all throughout the process.
- The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
- Track all inquiries in the PRDOH system of records.
- Coordinate outreach efforts, including call-out campaigns and letter campaigns as required by the PRDOH.
- Provide written correspondence to all applicants to relay the status of their file at critical stages.
- Provide applicant consultation services to applicants as required. This includes providing technical assistance to facilitate communication between applicant and work site personnel for timely completion of construction.
- Respond to applicants within a 48-hour period from the time applicants make any requests.
- Reach out to eligible R3 Program applicants at a minimum on a monthly basis to provide a status update on their application.
- Adhere to reasonable customer service standards established by PRDOH. This may include tasks such as sending mass texts to applicants whose applications may be on hold for any number of reasons.
- Assist in the identification of vulnerable populations, develop and execute application intake strategies for specific geographies or applicant demographics.
- Refer to PRDOH any inquiries or complaints from elected offices or high-profile organizations such as mayors, representatives, or senators, media, cabinet members, etc.
- Document outreach efforts and outcomes.
- Any other task necessary to ensure proper relations of the Program Manager with its assigned applicants.

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Task 01: Complete Applications of the R3 Program

Per Unit Task

As related to the R3 Program 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 making recommendations for determinations as to eligibility and award amounts. These recommended determinations must be approved by PRDOH staff. The Program Manager will submit application packages, including all required documentation and the recommended determination, to the PRDOH for the corresponding eligibility and award amounts review and approval. The Program Manager is responsible for remedying deficiencies associated with the recommendation, as requested by PRDOH staff. This task shall include the following:

▪ **Intake**

- Intake of applications for programs/projects. Take care, receive, and process all applicants referred by the CDBG-DR Call Center or Municipalities Offices and related to the assigned Housing Programs. Intake can be performed by the Program Manager at on-site or off-site locations for special events or for applicants with special needs. Intake will also be done using housing applications from a web-site or phone.
- Educate and guide the applicant through the requirements and timing.
- Assist the applicant in the evaluation of his/her options.
- Perform initial application screening and processing, including completeness review and threshold eligibility review.
- Collect required documentation for the applicable program such as income documentation, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
- Interview applicants and collecting all relevant information required to make a Benefit Determination and Verification (BDV), including Duplication of Benefits (DOB).
- Evaluate documentation to be later submitted for PRDOH's determination of eligibility for CDBG-DR award based on program and federal requirements.
- Request any additional information that may be required from the applicants.
- Follow due-diligence processes established by PRDOH to provide opportunity for applicants to supply missing and supporting information.
- Verify that information submitted by applicants is recorded in the PRDOH system of record; contact the applicant to resolve any missing or incomplete items.
- Document communications with applicants regarding the status of their applications and subsequent related processes. All communication with applicants shall be recorded in the PRDOH system of record.
- Any other task necessary to complete the intake process of applicants.

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▪ **Eligibility**

- Confirm applicant ownership/title. Identify owners from recorded documents. Coordinate efforts for title clearance with Title Clearance Program representatives when necessary.
- Review Uniform Relocation Act (URA) implications for each applicant.
- Identify/verify applicant disabilities.
- 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 verification of the applications.
- Perform a review of all documents required from applicants of the Program and third parties and ensure that the provided documents are sufficient according to Program policies and procedures.
- Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste and abuse of federal funds.
- Review receipts provided for previous work and calculate the preliminary amount of funding the applicant is eligible to receive. Determine reimbursement for materials and labor charges, if applicable.
- 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.
- Advise applicants who are deemed ineligible and inform them of the applicable appeals process.
- Provide eligibility decision justification to appeals team.

- Review all open application, eligibility award determination, and/or owner-occupant issues.
- Document communications with applicants regarding the status of their applications and subsequent related processes.
- Any other task necessary to complete the eligibility process of applicants.

The PRDOH will only issue payments for completed applications that are deemed eligible by the PRDOH. No payment will be issued by the PRDOH to the Program Manager for applications deemed ineligible or for applications where the applicant withdraws from the assigned Programs or is found to be non-responsive to the assigned Programs. Also, Program Manager may be required to perform intake tasks outside of normal business hours to accommodate program needs (i.e. weekends or evenings).

Task 02: R3 Damage Assessments

Per Unit Task

As related to the R3 Program the Program Manager shall be responsible for the assessment of damages to homes and the development of a scope of work. 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 R3 Program. Damage assessments must be certified by a licensed professional engineer or licensed architect in Puerto Rico. This task shall include the following:

■ Preparation

- Coordinate with the applicant, the appraiser, and the environmental inspector, the date and time for the damage assessment to be conducted. The damage assessment, appraisal, and on-site environmental review. should be conducted at the same date and time.
- Assign the inspection team that will conduct the damage assessment.
- Identify if the home to be assessed for damages is located in a flood plain or other flood-risk zone.
- 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 lead based materials.
- Coordinate with the PRDOH's Environmental Consultants the environmental site visit to the home. Damage assessment and environmental site visits should be performed in parallel as to minimize disturbances to the applicants.
- Damage Assessments shall be performed by the Program Manager within a week from the time the PRDOH deems an applicant eligible. If Damage Assessment 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.
- 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;
 - Drainage systems;
 - Site improvements such as: plantings, fences, lighting, paved areas, stairs, and retaining walls, among others;
 - Outbuildings; and

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- 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;
 - 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
 - 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;
 - Fungal and insect infestation;
 - Thermal insulation;
 - Structural, electrical, plumbing, and HVAC systems;
 - Walls and ceilings;
 - Floors;
 - Columns;
 - Interior doors;
 - Windows;
 - Closets;
 - Trim and finishes;
 - Convenience outlets and lighting;
 - HVAC sources;
 - Skylights;
 - Plumbing;
 - Tub and shower enclosures;
 - Ceramic tile;
 - Counters and cabinets;
 - Electrical service;
 - Storage spaces;
 - Stairs and hallways;
 - Smoke detectors;
 - Handrails and guardrails;

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- 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.
- Review Tier 2 Environmental Questionnaire – Execute Tier 2 Questionnaire while on-site with the applicant.
 - Quantify and document the value of work performed by the applicant at his/her home after the disaster that may be result in a reduction to the applicant's duplication of benefits determination.
 - Affirm home location on lot and gather GPS coordinates for home site to confirm flood zone designation.
 - Complete any other surveys requested by the PRDOH while on-site with the applicant.
 - Any other task necessary to complete the Damage Assessment.

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▪ **Damage Assessment Report**

- Prepare a detailed report on the condition of the home and damages identified during the damage assessment.
 - Include the total cost of the rehabilitation to bring the home within the Program parameters.
 - Include the quantification of the value of work performed by the applicant at his/her 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.
 - 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 rehabilitation works to be performed at the home and, as such, may trigger reconstruction or relocation.
 - Ensure that the Damage Assessment Report is 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 use throughout the R3 Program 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 system of record.

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- Upload the report to the PRDOH system of record for review and approval acceptance of the PRDOH. Reports and data re to be uploaded in the format established by PRDOH.

Damage Assessment Reports shall be submitted by the Program Manager within a 5-day period of the damage assessment on-site inspection. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract.

Task 03: R3 Program Award Coordination

Per Unit Task

As related to the R3 Program the Program Manager, once the PRDOH has made a final eligibility determination, shall be responsible for the coordination of the award benefits with the applicant and the PRDOH's construction/rehabilitation contractors. Award coordination shall be completed once a notice to proceed with repair, reconstruction, or new construction works is issued to the construction/rehabilitation contractors. This task shall include the following:

■ Environmental Coordination

- Broad review of Tier I for GIS based environmental criteria.
- Review of all environmental package (performed by PRDOH's Environmental Consultant that includes Tier II, Lead-Based Paint and Asbestos Assessment) to evaluate its completeness and to identify significant environmental issues.
- Issue written comments on any inaccuracies identified in the environmental package during the site inspections.
- Ensure that mitigation element notes of environmental assessments are included in construction documents.
- Prepare suggested "conditions approval" to be added to the final environmental assessment prior to approval by the PRDOH to ensure all information shared during review process.
- Ensure appropriate permitting for environmental (including lead-based paint and floodplain), drainage, storm water pollution prevention plan, building and other necessary permits have been acquired.
- Any other task necessary to ensure environmental compliance of the project.

■ Finalize Benefit Determination and Verification, Duplication of Benefits, and Scoping

- Perform final feasibility analysis – rehabilitate, reconstruct, or relocate
- Verification of benefits available to applicants
- Identify and prevention of any remaining DOB.
- Complete DOB review. (The determination is subject to PRDOH review) where owner investment, insurance, FEMA or other funds are available.
- Incorporate findings of the Damage Assessment performed to the applicant's total need.
- Incorporate environmental mitigation requirements to applicant's total need (LBP, SHPO, Radon, Asbestos, mold, flood plains, etc.).
- Incorporate elevation requirements to the applicant's total need, if required.
- Develop work order – scope and price the feasibility decision incorporating all hard (construction, elevation, accessibility, remediation) and soft costs (surveys, site plans, elevation certification, permits).
- Deduct scope for DOB adjustments when necessary, red line changes and document justification.
- Perform final review of the work order and file. Send for final approval of the PRDOH.

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- Prepare and mail/email the applicant's award letter, notate duplication of benefit findings, and offer appeal.
- Any other task necessary to finalize the award to the applicant.

▪ **Coordination with Applicant**

- Inform the applicant about the award and provide him with guidance as to the next steps to be taken by the Program.
- Ensure that the applicant is informed about the process, the works to be performed, and the conditions of the award prior to any work being performed. This information should be shared in-person, whenever feasible.
- Obtain and upload to the PRDOH system of record all required documents, signed and/or notarized when necessary. Required documents include, but are not limited to, the subrogation agreement, the right of entry, the grant agreement, promissory note and lien, from the applicant. Record the grant agreement and lien with appropriate jurisdictional entity. Program Manager is responsible for providing notaries.
- Escrow applicant funds – hold applicant funds for duplication of benefits reduction/cancellation, distribute to the builder at the first construction draw.
- Coordinate with the applicant the date to start construction works and his relocation during construction.
- 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 – Information Gathering; 2) Eligibility calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.; and 5) File Closing.
- Any other task necessary to ensure proper coordination of works with the applicant.

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▪ **Coordination of Construction/Rehabilitation Contractor**

- Assign a PRDOH approved construction/rehabilitation contractor to the project. Prior to assigning the project, the Program Manager shall perform and have available an evaluation of performance and bonding availability of the contractors in order to make an informed decision. Evaluation may require coordination with other Program Managers.
- Once selected, coordinate with the construction/rehabilitation contractor and the applicant the design, permitting, specific scope of work, plans, and specifications required for the project.
- Ensure the inspectors to conduct R3 Progress Inspections participate in construction-ready documents review process along with required reviews of plans and specifications where applicable, these responsibilities carrying over to the construction phase services.
- Issue a notice to proceed with the works to the selected construction/rehabilitation contractor.
- Coordinate, perform, and lead a pre-construction meeting with the participation of the construction/rehabilitation contractor, the applicant, and personnel from the Program Manager.
- Any other task necessary to ensure proper coordination of works with the construction/rehabilitation contractor.

▪ **Coordination of Housing Counseling for Relocation**

- Refer applicant to Housing Counseling Agency in the appropriate geographic region.

- Coordinate with assigned Housing Counseling Agency to transfer knowledge of any pertinent information as related to relocation, including, but not limited to: applicant relocation preferences, desired amenities in a replacement property/community, household composition, or accessibility needs of household members.
- Perform review of all information and documentation submitted by the Housing Counseling Agency to ensure relocation efforts are properly documented in the PRDOH system of record.
- Any other tasks necessary to ensure provision of proper Housing Counseling services.

Task 04(A1): R3 Progress Inspections & Payment Request (by the PM)

Per Unit Task

As related to the R3 Program the Program Manager shall be responsible for certifying work progress during rehabilitation or construction works by the Program. For this purpose, milestone inspections shall be conducted by the Program Manager at specific intervals of progress. Intervals of progress that will require a milestone inspection and certification of works to be determined by the PRDOH. All progress inspections and certifications to be conducted and certified by a licensed professional engineer or licensed architect in Puerto Rico. This task shall include the following:

▪ **Coordination of R3 Progress Inspection**

- Review documentation submitted by the construction/rehabilitation contractor in support to the requested progress inspection as to ensure that current project progress merits a progress inspection, including code compliance and project permits necessary up to the requested inspection. If documentation submitted by the construction/rehabilitation contractor does not merit a progress inspection, the Program Manager shall deny the progress inspection request to the construction/rehabilitation contractor and state the reasons as to why the progress inspection requested was denied.
- If the project's progress warrants a progress inspection, coordinate the date and time for the progress inspection with the construction/rehabilitation contractor and the assigned inspector.
- The assigned progress inspector shall be acquainted with the scope of work, plans, and specifications of the project to be inspected.
- R3 Progress Inspections shall be performed within a 72-hour period from the time the construction/rehabilitation contractor requests the inspection.
- Any other task necessary to properly coordinate the R3 Progress Inspection.

▪ **R3 Progress Inspection**

- Visit the project site along with the construction/rehabilitation contractor and inspect works for overall progress and quality standards.
- Assess compliance of the work performed with the project scope of work, plans, and specifications when applicable.
- Take photographic evidence of the project's progress, paying special attention to items that will be later covered by other items of work.
- Assess materials and/or equipment incorporated to the project by the construction/rehabilitation contractor and ensure that such materials and/or equipment are in compliance with the project's scope of work, plans, and specifications when applicable.
- Any other task to ensure that a complete and thorough inspection is performed at the field.

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▪ **Report on R3 Progress Inspection**

- Prepare a detailed report on the progress and compliance of the work performed by the construction/rehabilitation contractor.
 - Include a brief narrative of the overall assessment of the project's progress.
 - Clearly indicate the overall result of the inspection (i.e. pass or fail).
 - Clearly indicate in the report the scope of work items completed by the construction/rehabilitation contractor.
 - Include photographic evidence that supports the project's progress.
 - Indicate in the report any non-compliance items identified during the progress inspection.
 - Ensure that the progress inspection report is certified by a licensed professional engineer or licensed architect.
 - Include any other information pertinent to the findings of the R3 Inspection.
 - Upload inspection reports to the system of record in a format directed by the PRDOH.

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▪ **Review of R3 Progress Report, Contractor Invoice, and Statutory Compliance**

- Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRDOH at the onset of every project.
- Provide assurance that all appropriate bonding and insurance requirements are in place.
- Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- Ensure that applications are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified any point in the process, a due-diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
- Review the R3 Progress Report for compliance and overall completeness.
- Submit the report to the PRDOH and the construction/rehabilitation contractor. This report shall become part of the construction/rehabilitation contractor's application for progress payment.
- If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe.
- Review and provide recommendation for approval of contractor's payment request.
- Assist in the review and submittal of properly completed and compliant CDBG-DR funding requests to the PRDOH finance division.
- Track construction expenditures of CDBG-DR funds.
- If, final R3 Progress Inspection of works, complete performance evaluation of construction contractor at the completion of the project, whether it is rehabilitation, reconstruction, or relocation.
- Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

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Milestone Inspection Reports shall be completed and submitted to the PRDOH within a 3-day period of the actual on-site inspection being performed. Contractor Invoices shall be reviewed, and comments (if any) issued to the Contractor, within a 5-day period of the Program Manager receiving the draft invoice documents.

For those cases where a progress inspection is failed by the construction/rehabilitation contractor and the Program Manager needs to perform an additional R3 Progress Inspection the PRDOH will only pay 50% of the cost of a full R3 Progress Inspection. This in consideration that the follow-up inspection will not have the same scope as the original inspection. For follow-up inspections the Program Manager only needs to inspect items that failed during the original inspections. The follow-up inspection report will be developed in such a way that it supplements the original R3 Progress Inspection report. PRDOH may deduct from the construction contractor's payment any Program Manager failed inspection cost.

Note: There are multiple R3 Progress Inspections to be performed by the Program Manager. The typical milestones inspections are (a) demolition and forming of new foundation, (b) structure completion, (c) home finishes, and (d) final inspection once all punch list items identified at the home finishes inspection are completed. For reconstruction cases, the progress and compliance of the demolition portion of the project shall be assessed along with the progress and compliance of the new home's foundations. The amount of Progress Inspections is dependent on the project. For relocation cases, the demolition of the storm-damaged home shall be assessed with the final inspection for the project.

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Task 04(A2): R3 Progress Inspections & Payment Request (by third parties) Per Unit Task

For the R3 Program the PRDOH may provide local municipal governments or other inspection firms the option of conducting the R3 Progress Inspections. For these cases, the Program Manager shall only be responsible for coordinating the progress inspection between the construction/rehabilitation contractor and the entity's assigned inspector. The Program Manager shall also be responsible for reviewing the Progress Inspection Report submitted by the local municipal government or inspection firm. This task shall include:

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- **Coordination of R3 Progress Inspection**
 - Review documentation submitted by the construction/rehabilitation contractor in support to the requested progress inspection as to ensure that current project progress merits a progress inspection, including code compliance and project permits necessary up to the requested inspection. If documentation submitted by the construction/rehabilitation contractor does not merit a progress inspection, the Program Manager shall deny the progress inspection request to the construction/rehabilitation contractor and state the reasons as to why the progress inspection requested was denied.
 - If the project's progress warrants a progress inspection, coordinate with the construction/rehabilitation contractor and the assigned local municipal government inspector the date and time for the progress inspection.
 - The assigned progress inspector shall be acquainted with the scope of work, plans, and specifications of the project to be inspected.
 - R3 Progress Inspections shall be performed within a 72-hour period from the time the construction/rehabilitation contractor requests the inspection.
 - Any other task necessary to properly coordinate the R3 Progress Inspection.
- **Review of R3 Progress Report, Contractor and Municipal Invoice, and Statutory Compliance**
 - Collect all appropriate information and record documents to meet the standards set forth by the CDBG-DR and the PRODH at the onset of every project.
 - Provide assurance that all appropriate bonding and insurance requirements are in place.

- Monitor and collect documentation to support Davis-Bacon Act requirements, when applicable.
- Ensure that applicants are conforming to all applicable Uniform Relocation Act (URA) guidelines. If tenants are identified at any point in the process, a due-diligence must be performed to relocate the tenant, if required, and log appropriate actions into the system of record.
- Review the R3 Progress Report for compliance and overall completeness.
- Submit the report to the PRDOH and the construction/rehabilitation contractor. This report shall become part of the construction/rehabilitation contractor's application for progress payment.
- If required by federal, state, or local laws or regulations, submit the report to pertinent third-party regulatory entities such as OGPe.
- Review and provide recommendation for approval of contractor's payment request.
- Review and provide recommendation for approval of pay requests for inspector services by participating municipalities.
- Review and provide recommendation for approval of pay requests for services provided by participant municipalities, other than inspection services.
- Assist in the review and submittal of properly completed and compliance CDBG-DR funding requests to the PRDOH finance division.
- Track construction expenditures of CDBG-DR funds.
- If, final R3 Progress Inspection of works, complete performance evaluation of construction contractor at the completion of the project, whether it is rehabilitation, reconstruction, or relocation.
- Any other task necessary to ensure compliance of the reports and the processing of payments to contractors.

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

Task 05: R3 Applications Closeout

Per Unit Task

For the R3 Program 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 construction/rehabilitation contractors or installers/suppliers have completed all tasks required by the award to the applicant by PRDOH.
- Ensure that all payments for tasks performed as related to the applicant and his/her awards have been performed by the PRDOH.
- Ensure that all supporting documentation is included in the application file.
- Ensure that any permits obtained for the project, that require a closeout process, are diligently closed by the construction/rehabilitation contractor and the installers/suppliers as may be applicable.
- Ensure that all environmental activities were performed, and the all environmental permits are closed out.
- Ensure that a use permit was obtained by the construction/rehabilitation contractor for the work performed for the award, if applicable.
- Ensure that the applicant was able to obtain flood insurance, if applicable, after rehabilitation works are completed.
- Review project list for closeout operations.

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- Ensure compliance with 2 CFR 200 Subpart F, 24 CFR 570.509, CPD Closeout Notices, and DR Closeout Process, as may be applicable to the application.
- Any other task necessary to ensure proper closeout of the R3 Application.

Task 06(A1): Replacement Property Contingent Offers **Per Unit Task**

In relocation awards under the R3 Program, applicants will have the option of purchasing an existing home to replace the storm damaged one. Program Manager will be responsible for ensuring the replacement property meets all R3 Program requirements as well as performing all needed coordination with the seller to submit a purchase contingent offer. This task shall include the following:

- Performing a final duplication of benefits review.
- Ensuring replacement home meets R3 Program requirements including 1) property is vacant or occupied by homeowner, 2) purchase price is equal or less than relocation voucher amount (with exceptions), 3) property is located outside of a flood zone/floodplain.
- Review of title study to validate if home has a mortgage or lien.
- Validate if applicant is eligible for mortgage payoff.
- Calculate and make adjustments as needed to final benefit amount determination.
- Submit contingent offer to seller or seller's representative and respond to any questions from seller regarding contingent offer.

The successful completion of this task will result in the contingent offer being accepted by the seller.

Task 06(A2): R3 HQS Inspections **Per Unit Task**

In relocation awards under the R3 Program applicants will have the option of purchasing an existing home to replace the storm damaged one. Program Manager will be responsible for inspecting such homes prior to program purchase for compliance with Housing Quality Standards. This task shall include the following:

- Scheduling the HQS Inspection with sellers within a week from the Program Manager being notified of the applicant's selection of a home.
- Coordinating an environmental assessment of the home with the PRDOH's Environmental Consulting firm and appraisal of the home.
- Inspect units, common areas, and exteriors to ascertain compliance with HUD's HQS.
- Documenting each inspection by completing an inspection report as approved by the PRDOH, and noting thereon when appropriate, information relating to the unit, deficiencies, and failures.
- Inform R3 applicants in writing, within five (5) days of the HQS inspection, as to the home's compliance with HQS.
- Ensure that all HQS inspections are certified by licensed professional engineer or architect in Puerto Rico.
- Any other activity required by HUD's or PRDOH's guidelines to ascertain HQS compliance.

If repairs are required to the unit to comply with HQS the Program Manager shall proceed with a damage assessment of the home to determine the scope of the work necessary to comply.

Additional Services (Allowance) **Per Unit Tasks**

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 pricings of the additional tasks to be performed. No additional task

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may be performed by the Program Manager without authorization of the PRDOH. Identified additional task at the moment are as follows:

▪ **Intake Centers**

The PRDOH may request the Program Manager to set up additional intake centers for the programs. These additional intake centers are separate from the Program Manager's regional office and must be requested by PRDOH. The PRDOH is contemplating to set up these intake centers at municipal offices of the local government or at regional offices of the PRDOH. Regardless of the location determined by the PRDOH the Program Manager is expected to set-up requested intake offices and provide the necessary equipment for these offices to function. 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. Intake centers will be set-up at local municipal government offices or PRDOH regional offices. Therefore, it is not expected that the Program manager will have to incur in costs such as rent, utilities, etc. However, the Program Manager, for the intake centers, is expected to provide items such as furnishings and equipment for the centers (including such items as computers, printers, office materials, etc.). Program Manager will be responsible for the proper operation of the intake centers. Intake centers shall each have two (2) resources for the intake and processing of applications. The contract will include an allowance item from which, with the prior approval of the PRDOH, the Program Manager may be able to bill for the Intake Offices in operations for a specific period. At no time whatsoever may the Program Manager bill to the PRDOH over the total allowance amount included in the contract for Intake Offices. If additional funds are required for the allowance, then the proper amendment to the contract shall be executed between the parties to allow for the additional budget.

▪ **Appraisal of Home Market Values**

Certain cases may require the appraisal of a home's current value. For such cases the Program Manager will be responsible for developing an opinion of market value. Such opinion shall be developed by analyzing such factors as utility, scarcity, desire, and effective purchasing power of the community. The analysis shall require the study of all value influences and may take the following approaches: the current cost of reproducing or replacing the home, minus an estimate for depreciation plus the value of land; the value indicated in recent sales of comparable properties in the market; and the value that the property's net earning power will support. Once the appraisal process is completed the Program Manager must submit the corresponding valuation report to the PRDOH for the specific case requested. This task shall also include any other task necessary to complete the appraisal of a home's fair market value. The contract will include an allowance item from which the Program Manager may be able to bill for the appraisal of home market values. At no time whatsoever may the Program Manager bill to the PRDOH over the total allowance amount included in the contract for Appraisal of Home Market Value. If additional funds are required for the allowance, then the proper amendment to the contract shall be executed between the parties to allow for the additional budget.

END OF SCOPE OF WORK

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Revised Compensation Schedule

Program Management Services
AECOM Technical Services, Inc.

Program Management & Administration Task (Maximum Per Month)

Position	Qty.	Hours / Month	Rate	Cost
Program Manager	1	200	\$ 374.90	\$ 74,980.84
Deputy Program Manager	1	200	\$ 326.95	\$ 65,389.34
Operations Manager	1	200	\$ 270.20	\$ 54,040.63
Regulatory Compliance Officer	1	200	\$ 153.57	\$ 30,714.75
Compliance Officer	1	200	\$ 115.62	\$ 23,124.53
Safety Officers	2	200	\$ 108.09	\$ 43,234.94
Special Inspectors	2	200	\$ 198.14	\$ 79,257.96
Base Max. Monthly Cost				\$ 370,743.00
Services Total for 5 Years (60 Months)				\$ 13,346,748.00

R3 Applications Per Unit Tasks (Applications 1 to 1,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	1,000	1	\$ 1,121.69	\$ 1,121,690.00
R3 Damage Assessments	1,000	1	\$ 578.32	\$ 578,320.00
R3 Award Coordination	1,000	1	\$ 688.51	\$ 688,510.00
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	1,000	4	\$ 724.97	\$ 2,288,240.00
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 419.15	
R3 Application Closeout	1,000	1	\$ 125.12	\$ 125,120.00
				\$ 4,801,880.00

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R3 Applications Per Unit Task (Application 1,001 to 3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	500	1	\$ 1,065.61	\$ 532,805.00
R3 Damage Assessments	500	1	\$ 549.40	\$ 274,700.00
R3 Award Coordination	500	1	\$ 654.09	\$ 327,045.00
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	500	4	\$ 688.72	\$ 1,086,920.00
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 398.20	
R3 Application Closeout	500	1	\$ 118.87	\$ 59,435.00
				\$ 2,280,905.00

R3 Applications Per Unit Task (Applications >3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	0	1	\$ 1,012.33	\$ -
R3 Damage Assessments	0	1	\$ 521.93	\$ -
R3 Award Coordination	0	1	\$ 621.38	\$ -
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	0	4	\$ 654.28	\$ -
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 378.29	
R3 Application Closeout	0	1	\$ 112.92	\$ -
				\$ -

Other Tasks

Task	Quantity	Unit Price	Total Cost
R3 HQS Inspections	500	\$ 500.18	\$ 250,090.00
Appraisal of Home Market Value	1,200	\$ 525.00	\$ 630,000.00
Intake Centers	360	\$ 2,987.00	\$ 1,075,320.00
			\$ 1,955,410.00

Total Contract Amount: \$ 22,384,943.00









Amendment A - AECOM

Final Audit Report

2022-07-08

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