



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment A

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

### AMENDMENT A TO THE AGREEMENT FOR INCREASE CAPACITY – PROGRAM MANAGEMENT SERVICES HOME 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

IEM INTERNATIONAL, INC.

Contract No. 2023-DR0045

Amendment A Contract No. 2023-DR0045A



KR

WDRR  
WDRR

This **AMENDMENT A TO AGREEMENT FOR INCREASED CAPACITY – PROGRAM MANAGEMENT SERVICES HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR) AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF) (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 4 of April \_\_\_\_\_, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPR § 441, et seq., known as the "Organic Act of Department of Housing" 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 Guaynabo, Puerto Rico, in his capacity as Secretary; and **IEM INTERNATIONAL, INC. (CONTRACTOR)**, with principal offices in Morrisville, North Carolina, herein represented by Keith Richard Reynolds, in his capacity as Manager of Contract Administration, of legal age, single, and resident of Baton Rouge, Louisiana, USA, duly authorized by Corporate Resolution issued on January 16, 2024.

### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on November 16, 2022, the PRDOH and the CONTRACTOR entered into an Agreement for Increased Capacity – Program Management Services Home Repair, Reconstruction, Or Relocation Program (R3), Blue Roof Repair Program (BRR) And Single-Family Housing Mitigation Program (SF) under the CBDG-DR/MIT Program, registered under Contract No. 2023-DR0045, for a maximum amount not to exceed **FIFTY-ONE MILLION NINETY-TWO THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND FORTY-EIGHT CENTS (\$51,092,471.48)**; from **Account Number**: mith07sfh-doh-lm- 6090-01-000/r02h07rrr-doh-lm-6090-01-000, ending on November 15, 2025 (**Agreement or Contract**).

**WHEREAS**, it is the intention of the Parties that this Amendment 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**, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

**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. SAVINGS CLAUSE**

The information included in this Amendment A serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment A. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

**III. SCOPE OF AMENDMENT**

PRDOH has identified the need to amend the contracts for the following:

(i) Include an additional service of *Structure At-Risk Assessments services*. The additional services involve, but are not limited to, identifying at-risk structures, performing visual inspections and conducting interviews with household residents in the properties. The Scope of Services will be amended to include an Additional Services (**Allowance**) section for the SFM Program. The *Structure At-Risk Assessment services* are only going to apply and be under the SFM Program. With the amendment, the budget for the SFM Program allowance will increase as shown below:

Program Manager	Current Allowance	Proposed Increase	Amount
IEM International, Inc.	\$2,493,850.00	\$250,000.00	\$2,743,850.00

(ii) Include additional *Targeted Outreach and Applications Intake* for the SFM Program. For the SFM Program, the current contracts are considered for Task 01. *Targeted Outreach and Applications Intake* a total of 1,667 units. Historical program data indicates there exists a 20% drop-off rate of applications transitioning from the intake phase to Task 02. Complete Applications, which also has a total of 1,667 units. In order to fulfill the current units for Task 02, Task 01 must be augmented by 20%. This means that the *Targeted Outreach and Applications Intake* need to increase from 1,667 units to 2,000 units. As a result, the updated total cost for Task 01 under each contract is displayed below:

Program Manager	Current Total Cost	Proposed Increase	New Total Cost
IEM International, Inc.	\$525,105.00	\$104,895.00	\$630,000.00

Given the rise in the SFM Program Allowance for the services of *Structure At-Risk Assessments* as well as the rise in *Targeted Outreach and Applications Intake*, the proposed amendments raise the budget for each contract in the following ways:

Program Manager	Current Contract Amount	Proposed Contract Increase	New Contract Amount
IEM International, Inc.	\$51,092,471.48	\$354,895.00	\$51,447,366.48

In accordance with the Procurement Manual for the CDBG-DR/MIT Program, Regulation No. 9506, effective October 25, 2023, the Procurement Division conducted a cost reasonableness analysis and concluded that the budget increase as proposed for the Amendment is reasonable. Finally, this Amendment also includes updated versions of **Attachment G** (Contractor Certification Requirement) and **Attachment H** (Non-Conflict of Interest Certification).

KR  
WORR



#### IV. AMENDMENTS

A. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT**, Paragraph B, as follows:

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed: **FIFTY-ONE MILLION FOUR HUNDRED AND FORTY-SEVEN THOUSAND THREE HUNDRED AND SIXTY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$51,447,366.48)**; **Account Numbers: mith07sfh-doh-lm-6090-01-000 / r02h07rrr-doh-lm-6090-01-000/ mith07sfh-doh-lm - 4190-13-000/ mith07sfh-doh-lm- 6090-60-000.**

C. The Parties agree to amend **Article XVII. FORCE MAJEURE**, as follows:

*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 party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.*

*The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.*

D. The Parties agree to amend **Article XXII. SUBCONTRACTS** as follows:

**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.

KR

WDRR  
WDRR

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

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

**E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

- E. The Parties agree to amend **Article XXX. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- F. The Parties agree to add a new **Article LVI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE**, with the following:

**LVI. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE:** The CONTRACTOR does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the CONTRACTOR acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement until the environmental review process is completed under PRDOH. The CONTRACTOR acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.

- G. A revised **Attachment B** (Scope of Work) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment B** (Scope of Work). (**Attachment I** of this Amendment A).

- H. A revised **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Compensation Schedule). (**Attachment II** of this Amendment A).

- I. An updated version of **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment III** of this Amendment A).
- J. An updated version of **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment A).

KR

WDRR  
WDRR

#### V. HEADINGS

The titles of 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.

#### VI. FEDERAL FUNDING

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

#### VII. 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.

#### VIII. 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, that are found to be ineligible, unallowable, unreasonable, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

#### IX. 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 thereto. 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.

**X. ENTIRE AGREEMENT**

KR  
WDRR  
WDRR

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.

**XI. 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.

**XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which 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.

**XIII. 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 that 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.

**XIV. 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.

KR

WDRR  
WDRR

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 the 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.

**XV. SURVIVAL OF TERMS AND CONDITIONS**

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**IEM INTERNATIONAL, INC.**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Apr 4, 2024 17:45 EDT)

William O. Rodríguez Rodríguez, Esq.  
Secretary

Keith Reynolds

Keith Richard Reynolds  
Manager of Contract Administration





GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Attachment I

## 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

WRR  
WRR

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

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

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

KR

WRR  
WRR

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

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

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

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

KR

WDRR  
WDRR

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).

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

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

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

### **Operations Start-Up**

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

KR

WDRR  
WDRR

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.

KR

WDRR  
WDRR

▪ **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.



KR

WRR  
WRR

▪ **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.

KR

WRR  
WRR

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

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

▪ **R3 and BRR Complaints, Reconsiderations and Warranties Coordinator Qty. 1**

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

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

KR

WDRR  
WDRR

▪ **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

KR

WDRR  
WDRR

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.

KR

WORR  
WORR

- 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.



KR

WORR  
WORR

▪ **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.

KR

WRR  
WRR

- 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.

KR

WRR  
WRR

- 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).

KR

WRR  
WRR

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

#### **Per Unit Tasks**

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

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

KR

WDRR  
WDRR

- 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.



KR

WDRR  
WDRR

- **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 day of receipt. The Program Manager shall coordinate any adjustments to applications due to determinations on requests for reconsideration.
- Attend meetings with PRDOH's Legal Division to discuss application data for PRDOH's evaluation of administrative review requests. Respond, as required, to any and all PRDOH requests for information or documentation for the evaluation of administrative reviews. Implement any PRDOH instructions around administrative review requests and their determinations.
- Any other task to promptly evaluate program-based reconsideration requests or to assist the PRDOH in the evaluation of administrative review requests.

- **Document Control and Management**

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

KR

WRR  
WRR

- 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.

KR

WRR  
WRR

- **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.

KR

WORR  
WORR

- 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

KR

WDRR  
WDRR

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**.

KR

WRR  
WRR

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

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

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

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

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

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



KR

WDRR  
WDRR

- Identify/verify applicant required documentation to validate Program(s) prioritization, as applicable.
  - Request any additional information that may be required from the applicants to complete the eligibility process.
  - Follow due-diligence processes established by Program(s) policy to ensure that information submitted by applicants is correctly recorded and when necessary, contact the applicant to provide them the opportunity to supply missing, incorrect, inconsistent or insufficient information.
  - Communicate with applicants regarding their application's status and their related subsequent processes.
  - Document all communications with applicants within the PRDOH Grant Management System of Record.
  - Any other task necessary to complete the intake process of applicants.
- **Eligibility Review**
- Work with applicant, municipalities, taxing authorities, insurance companies, third-party inspectors, title companies, lenders, and other vendors to collect information to perform a complete eligibility review of the applications.
  - Review all documents required from applicants and third parties; and ensure that the provided documents are sufficient according to Program policies and procedures.
  - Review documentation, make and justify determinations of each eligibility criterion of Programs(s) applications. This includes, but may not be limited to, disaster damage, primary residence, ownership, citizenship, and income.
  - Confirm applicant ownership or proprietary interest over the property by evaluating traditional and non-traditional ownership documentation. The Program Manager shall make a proprietary interest determination (**PID**) for each Application.
  - Compile necessary documents to identify all owners and lien holders of the property in order to correctly establish legal ownership or proprietary interest.
  - Refer non-traditional ownership applications to the Title Clearance Program representatives, when necessary.
  - Review URA implications for each application. Follow URA procedures for any tenants at the Applicant's property.
  - Mail eligibility or ineligibility letters, as applicable. Advise applicants who are deemed ineligible and inform them of the applicable appeals process.
  - Provide eligibility decision justification to appeals team.
  - Any other task necessary to complete the eligibility process of applicants.

KR

WRR  
WRR

▪ **Duplication of Benefits Review**

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

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

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

**Per Unit Task**

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

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

KR

WDRR  
WDRR

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;

KR

WRR  
WRR

- 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;

KR

WRR  
WRR

- Stairs and hallways;
  - Smoke detectors;
  - Handrails and guardrails;
  - Laundries;
  - Roof trusses and joist spaces;
  - Main panelboard;
  - Branch circuits;
  - Water distribution piping;
  - Equipment such as water heaters, plumbing components, water wells, pumps, gas supply components; air conditioning units and their components, among others.
- Assess the property, evaluate, determine if exacerbated damages exist and clearly identify them.
  - Complete the Review Tier II Environmental Questionnaire – Execute Tier II Questionnaire while on-site with the applicant.
  - Quantify and document the value of work performed by the applicant at their home after the disaster that may be result in a reduction to the applicant's duplication of benefits determination.
  - Affirm home location on lot and gather GPS coordinates for home site to confirm flood zone designation.
  - Complete any other surveys requested by the PRDOH while on-site with the applicant.
  - Any other task necessary to complete the Damage Assessment.
- **Damage Assessment Report**
    - Prepare a detailed report on the condition of the home and damages identified during the damage assessment.
      - Clearly document storm-damage and tie back to the storm with photographic evidence and narrative in the report.
      - Include the total cost of the repair to bring the home within the Program parameters.
      - Include the quantification of the value of work performed by the applicant at their home after the disaster.
      - Include a detailed item-by-item take-off of the damages identified. For cost determination, take-offs shall be combined with standardized unit prices for each type of damage.
      - Include photographic evidence of the home's exterior including photos of the front, back, and sides. Include any additional photograph required to document the overall building structure and site.

KR

WRR  
WRR

- 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;



KR

WORR  
WORR

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

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

- **Initial Project Intent Determination**

- For properties within a floodplain, perform an appraisal of home market value to make determinations on substantial improvement to the structure.
- For properties within a floodplain where preliminary GIS elevation requirements seems to make elevation feasible, perform an elevation survey to determine accurate elevation height requirements for the property.
- Perform any additional due diligence, specialized service, or study to responsibly make a determination of initial project intent for the application.
- Take into consideration household needs (size, reasonable accommodation requests, disabilities, etc.); cost of repairing, rehabilitating, retrofitting, or reconstructing; environmental data (flood zone, age, landslide risk, historical characteristics, etc.); cost of elevating (if feasible), and property characteristics (structure conditions, site conditions and constraints, applicant-initiated reconstructions, additional housing units, etc.) to make and justify a determination of initial project intent for the application. The Program Manager shall analyze and select the most feasible and cost-effective project intent determination for the application.

- **Pre-Award Duplication of Benefits Analysis**

- Re-evaluate and update the applicant's Duplication of Benefits Analysis by assuring that no additional benefits were received since the previously completed analysis and updating the offsets applied with any new data obtained from the Damage or Risk Assessments, or from the applicant or any other third-party.

KR

WDRR  
WDRR

- 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.

KR

WDRR  
WDRR

- 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.

KR

WORR  
WORR

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

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

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

The PRA shall include the following:

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

KR

WORR  
WORR

▪ **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;

KR

WORR  
WORR

- 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;



KR

WDRR  
WDRR

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

KR

WDRR  
WDRR

- Capture the information and data if multiple applicants reside within a property such as in attached housing units, which shall be clustered, evaluated, processed, and recorded in the PRDOH Grant Management System of Record.
  - Complete any other surveys requested by the PRDOH while on-site with the applicant.
  - Environmental Tier II Evaluation Complete the Review Tier II Environmental Questionnaire – Execute Tier II Questionnaire while on-site with the applicant.
  - Any other task necessary to complete the PRA.
- **Environmental Desktop Review**
- The environmental desktop review shall be conducted by the Program Manager Environmental Specialist to identify limiting factors, risk(s) and/or vulnerability. Based upon the GPS coordinates gathered in the PRA the Program Manager shall identify environmental considerations that may affect the application initial project intent determination that shall include but is not limited to:
    - Floodplain zone determination (FIRM, PFIRM, ABFE Panels);
    - Wetland determination;
    - Coastal Zone determination;
    - Toxic chemicals, gases, hazardous materials, contamination and radioactive zone determination;
    - Slope, erosion and landslide risk determination;
    - Year structure was built;
    - Historic preservation determination including but not limited to historical zones/districts, historical properties or with potential of being a historical property;
    - Preliminary elevation survey (if applicable); and
    - Any other information that could impact the project intent.
- **Property Risk Assessment Report & Initial Project Intent Determination**
- Prepare a detailed, comprehensive, and technically feasibility Property Risk Assessment Report that documents existing conditions, hazards, threats, risks, vulnerabilities, and unmet mitigation needs of the property as identified in the PRA and Environmental Desktop Review.
  - The Property Risk Assessment Report will provide a Program Initial Project Intent Determination in one of the following venues: repair/retrofit, reconstruction, or relocation.

KR

WDRR  
WDRR

- 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;

KR

WRR  
WRR

- 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

KR

WRR  
WRR

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.

KR

WDRR  
WDRR

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.



KR

WRR  
WRR

### **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.

KR

WRR  
WRR

- 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.

KR

WORR  
WORR

- 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:

KR

WORR  
WORR

- 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.

KR

WORR  
WORR

- 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).

KR

WDRR  
WDRR

- 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.



KR

WORR  
WORR

▪ **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

KR

WORR  
WORR

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.

KR

WORR  
WORR

▪ **Relocation Property Assessment**

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

KR

WDRR  
WDRR

▪ **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;

KR

WORR  
WORR

- 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.

KR

WDRR  
WDRR

- 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:



KR

WDRR  
WDRR

- Is one of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
  - Is properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
  - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
  - Any other pertinent consideration related to the specific circumstances of the application.
- Any other task necessary to ensure the approval of a demolition Scope of Work for the Application.
- **Pre-Construction Management and Coordination**
    - The Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
      - Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
      - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
      - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
        - Are consistent with the demolition of the applicant's property and the contract terms and conditions of the CM contracts.
        - Considered any requirements or special conditions imposed by the regulatory agencies (such as DRNA, PRPB, OGPe, PREPA, PRASA, JRT, etc.).
        - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
        - Any other pertinent consideration related to the specific circumstances of the application.
    - Ensuring that the CM obtains all permits and endorsements necessary for the project. This includes lead-based paint abatement, asbestos abatement, and demolition permits; as well as any other permits required per applicable laws, regulations, policies, and procedures. Program

KR

WDRR  
WDRR

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.

KR

WORR  
WORR

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

**Task 06: Progress Inspections & Payment Request**

**Per Unit Task**

As related to the Program(s), the Program Manager shall be responsible for monitoring and controlling all aspects of construction works performed by the CMs, as well as for certifying work before regulatory authorities. Progress inspections shall be conducted by the Program Manager at specific intervals to be determined by the PRDOH or regulatory agencies. All progress inspections and certifications are to be conducted and certified by the Designated Inspector licensed Professional Engineer or Licensed Architect in Puerto Rico, as required by the local permitting regulatory agency (**OGPe**). As a direct result of the 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:

KR

WORR  
WORR

▪ **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.

KR

WORR  
WORR

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.

KR

WDRR  
WDRR

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

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



KR

WRR  
WRR

- performed to relocate the tenant, if required, and log appropriate actions into the PRDOH Grant Management System of Record.
- Any other task necessary to ensure compliance of the reports, processing of payments to contractors and statutory compliance.

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

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

#### **Task 07: Applications Closeout**

#### **Per Unit Task**

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

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

KR

WRR  
WRR

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

### **Additional Services (Allowance)**

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

#### **a. Additional Intake Centers**

#### **Per Month Per Intake Center Task**

The PRDOH may request the Program Manager to set up additional intake centers for the Program(s) in addition to the Program Manager's main intake/operational offices. Regardless of the location, the Program Manager is expected to set-up requested intake centers and provide the necessary equipment for these offices to function. Additional intake centers will be paid by the PRDOH based on a 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.

KR

WDRR  
WDRR

**b. Appraisal of Home Market Values**

**Per Unit Task**

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

**c. Update of a Previously Appraised Home Market Values**

**Per Unit Task**

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

**d. HQS Inspections**

**Per Unit Task**

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

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

KR

WRR  
WRR

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

**e. URA Reimbursement Allowance**

**Allowance**

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

**f. Title Investigations**

**Per Unit Task**

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

**g. Title Investigations Update**

**Per Unit Task**

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

KR

WORR  
WORR

**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.

**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

KR

WDRR  
WDRR

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 the 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 the requirements of the Program; Evaluation of documents to draft and execute the Purchase-Sale Deeds ("Escritura de compraventa"). Evaluation of document 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 applicable laws and regulations. Draft and execute necessary documents for registration of the real property in the Puerto Rico Property Registry. Any other notary services required to transfer the ownership of a real property pursuant the Program(s). Key deliverables to be provided shall include such items as; Attaches and cancels on each original deed executed and on the certified copies the appropriate Internal Revenue stamps, Legal Aid Society stamps, and Notary Stamp Tax, where applies. Collects, examines, and arranges data and documents to prepare a file. Analyzes previous deeds, appraisals, entries to the Puerto Rico Property Registry before proceeding with the execution of the deeds. Delivers to the PRDOH certified copies of all the executed deeds.

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

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

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



KR

WRR  
WRR

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

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

#### **Environmental Specialized Services**

#### **Allowance**

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

#### **I. Elevation Survey**

#### **Per Unit Task**

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

KR

WDRR  
WDRR

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

KR

WDRR  
WDRR

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.

**n. Structure At-Risk Assessments** **Rate Per Hour**

Targeted site assessments to identify properties located in areas susceptible to natural risks, particularly those constructed using wood or mixed materials, may be required from Program Manager(s). The PRDOH will identify and delineate specific geographic zones to be targeted, utilizing a GIS system. Such assessments may include, but are not limited to identifying at-risk structures, performing visual inspections, and conducting interviews with residents of the properties (whenever possible) or leaving a site visit notice. The Program Manager(s) will be responsible for coordinating the site visits, documenting, and reporting the findings of the assessments.

The tasks required under these assessments include, but are not limited to the following:

- Assessment coordination where the Program Manager(s) will determine target areas within zones already assigned by PRDOH and coordinate site visits. The PM will utilize data from the R3 program to discard properties already assisted by the PRDOH.
- Identify locations and assign them to the staff completing assessments.
- Assessor will travel through assigned areas and proceed with a visual inspection. The following information will be gathered:
  - coordinates (latitude and longitude; min. of six decimal spaces), and
  - photo of the location depicting the construction material, structure type, current exterior conditions, current interior conditions and any other perceivable risk.
- If residents are available, the assessor shall provide information about the SFM Program. If allowed by residents, the following information will be gathered:
  - confirmation on whether the household was affected by a previous natural disaster,
  - contact information,
  - physical address,
  - household composition,
  - interior of home configuration (when allowed by resident), and

KR

WORR  
WORR

- other information that pertains to assessment.
- When no household resident is available, the assessor shall leave a visit notice with the SFM Program's information and contact information.
- The Program Manager(s) shall report on the identified areas within the assigned zones, log the results of the assessments and provide weekly, monthly and any other special report that is requested.

**END OF SCOPE OF WORK**



KR

WORR  
WORR

## ATTACHMENT C COMPENSATION SCHEDULE Innovative Emergency Management, Inc.

Program Management Services  
Home 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 contain 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.

In case of a discrepancy between the Price Form and this document (Compensation Schedule) rate per hour and/or unit cost, the Price Form will prevail.

### 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
<b>Non-Specific Program Positions</b>				
Program Manager	1	200	\$217.03	\$43,406.00
Regulatory Compliance Officer	1	200	\$130.00	\$26,000.00
Safety Officers	2	200	\$95.00	\$38,000.00
Special Inspectors	2	200	\$155.00	\$62,000.00
<b>Non-Specific Program Positions Monthly Sub-total</b>				<b>\$169,406.00</b>
<b>R3 Program Specific Positions</b>				

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

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. Refer to Price Form notes on Program Management and Administration Task.

#### **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

KR

WARR  
WARR



KR

WORR  
WORR

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	583	1	\$315.00	\$315.00	\$183,645.00
02. Complete Applications	1,667	1	\$2,562.57	\$2,562.57	\$4,271,804.19
03-A. Damage Assessments & Initial Project Intent Notification	1,667	1	\$2,026.65	\$2,026.65	\$3,378,425.55
04. Environmental Review Records	1,667	1	\$892.50	\$892.50	\$1,487,797.50
05-A. Repair/Retrofit or Reconstruction Award Coordination	1,167	1	\$1,620.00	\$1,620.00	\$1,890,540.00
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$1,717.28	\$1,717.28	\$858,640.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$1,144.85	\$1,144.85	\$572,425.00
06. Progress Inspections & Payment Request	1,667	4	\$543.50	\$2,174.00	\$3,624,058.00
07. Applications Closeout	1,667	1	\$337.50	\$337.50	\$562,612.50
<b>Total Base Cost for R3 &amp; BRR Programs Applications Processing</b>					<b>\$16,829,947.74</b>

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. Refer to Price Form notes on R3 Program Tasks.

KR

WORR  
WORR

### Notes on R3 Program & BRR Program Tasks

- **Qty. Of Applications** represents the quantity of applications PR DOH expects for the entirety of the R3 & BRR Programs at the moment. Therefore, the actual quantities of applications, and therefore units, to be included in the Proposer's contract and that the Proposer might be able to perform will be dependent on the final number of Proposers that might be awarded through the RFP. This does not limit the PRDOH in amending the contract of any Proposer to include additional estimated quantities of applications based on performance metrics of the Proposers.
- **Units Per Application** represents the average quantity of units of each task that selected proposers will be required to perform for each Application. In the case of **Task 06. Progress Inspections & Payment Requests**, the quantity of units required will vary by Application, based on the award type and the necessary inspections for each individual project.
- **Units Price** includes any and all costs associated to the performance to the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of performing the tasks, including tasks support activities of such tasks as depicted in the Scope of Work.
- **Cost Per Application** represents the estimated average cost of each task for a single Application.
- **Total Cost** represents the estimated total cost for processing applications under the R3 & BRR Programs.
- **05-B.1** will be billable by selected Proposers upon the acceptance of a contingent offer for a relocation property by its owner/seller.
- **05-B.2** will be billable by the selected Proposers when a notice to proceed with demolition of the Applicant's property is issued.

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

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

**Table 3: Single-Family Housing Mitigation Program Tasks**

Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	2,000	1	\$315.00	\$315.00	\$630,000.00
02. Complete Applications	1,667	1	\$2,562.57	\$2,562.57	\$4,271,804.19
03-B. Property Risk Assessments & Initial Project Intent Notification	1,667	1	\$2,026.65	\$2,026.65	\$3,378,425.55
04. Environmental Review Records	1,667	1	\$892.50	\$892.50	\$1,487,797.50
05-A. Retrofit/Reconstruction Award Coordination	1,167	1	\$1,620.00	\$1,620.00	\$1,890,540.00
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$1,717.28	\$1,717.28	\$858,640.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$1,144.85	\$1,144.85	\$572,425.00

06. Progress Inspections & Payment Request	1,667	4	\$543.50	\$2,174.00	\$3,624,058.00
07. Applications Closeout	1,667	1	\$337.50	\$337.50	\$562,612.50
<b>Total Base Cost for SF-MIT Programs Applications Processing</b>					<b>\$17,276,302.74</b>

KP

WORR  
WORR

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 for processing applications under the SF-MIT Program.
- **05-B.1** will be billable by selected Proposers upon the acceptance of a contingent offer for a relocation property by its owner/seller.
- **05-B.2** will be billable by the selected Proposers when a notice to proceed with demolition of the Applicant's property is issued.

**Additional Services (Contract Allowance)**

**Table 4** shows the Additional Services units and unit costs.

**Table 4: Additional Services**

Task	Units	Unit Cost
Intake Centers		

a. Additional Intake Center	Month Per Center	\$3,909.00
<b>Appraisals</b>		
b. Appraisal of Home Market Value	Each	\$575.00
c. Update of a Previously Appraisal of Home Market Value	Each	\$530.00
<b>Relocation Additional Tasks</b>		
d. HQS Inspections	Each	\$600.00
f. Title Investigations	Each	\$120.00
g. Title Investigations Update	Each	\$120.00
h. Notarial Deeds	% of Value	0.80%
<b>Environmental</b>		
k. Re-Evaluation of Environmental Review Record	Each	\$472.50
l. Elevation Survey	Each	\$850.00
m.1 Historical & Archaeological Studies: (Long Form)	Each	\$918.75
m.2 Historical & Archaeological Studies: (Short Form)	Each	\$656.25
<b>URA Payments Processing</b>		
URA Administrative Fee	Per Check Issued	\$400.00
<b>Additional Allowances</b>		
Environmental Specialized Services		Per RFA
e. URA Reimbursement Allowance		Reimbursement
l. Property Registry Fees		Reimbursement
j. Legal Services		Per RFA
k. Structure At Risk Assessment	Per Hour	\$50.00

The PRDOH determined the allowance amount to be **\$2,493,850.00** for R3 Program and **\$2,743,850.00** 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 PR DOH 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

KR  
WRR  
WRR

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.

KR  
WRR  
WRR

### Total Contract Cost

The Total Contract Cost awarded was for the amount of **\$51,447,366.48**.

Distribution	Program	Cost Per Program	Total Cost
Program Management and Administration	R3	\$6,051,708.00	\$12,103,416.00
	SF-MIT	\$6,051,708.00	
Program Application Processing	R3	\$16,829,947.74	\$34,106,250.48
	SF-MIT	\$17,276,302.74	
Allowance	R3	\$2,493,850.00	\$5,237,700.00
	SF-MIT	\$2,743,850.00	
Sub Total R3			\$25,375,505.74
Sub-Total SF-MIT			\$26,071,860.74
<b>Total</b>			<b>\$51,447,366.48</b>

### 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.

**END OF COMPENSATION SCHEDULE**



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

Attachment G

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

WORR  
WORR

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

1. The expected contractor's subcontractors in connection with the contract<sup>1</sup> are the following:

Firm	Principal(s)	Ownership	Estimated Amount	Role
HMJ Contractor, LLC	Harold Díaz Cancel	33.3%	\$40,000	Initial Assessment Inspections
	Michael Pullen	33.3%		
	Julio Galarza	33.3%		
McCloskey, Bonnin Valuation Group, PSC	Robert F. McCloskey Díaz	25%	\$857,500	Appraisals
	Rafael E. Bonnin Surís	25%		
	Mark M. McCloskey Purcell	25%		
	Robert F. McCloskey Purcell	25%		
TSG Services, LLC	Michael Sullivan	100%	\$1,095.500	Progress, HQS and Initial Assessment Inspections
Arcadis Caribe, PSC	Raúl Torres	100%	\$4,250,000	Environmental consulting
Ana Echevarria de Jesús	Ana Echevarria de Jesús	100%	\$50,000.00	Title Search Services
Jaime Farrant	Jaime Farrant	100%	\$40,000.00	Closing Attorney
Cristina Rosario	Cristina Rosario	100%	\$40,000.00	Closing Attorney
Ciamara Román	Ciamara Román	100%	\$40,000.00	Closing Attorney
Roman West Paralegal	Ciamara Román	100%	\$50,000.00	Title Search Services
RR Law Offices	José Francisco Ramírez Ramos	100%	\$40,000.00	Closing Attorney



KR  
WORR  
WORR

Joselyn Villa Ortiz	Joselyn Villa Ortiz	100%	\$40,000.00	Closing Attorney
Christian Cortes Rivera	Christian Cortés Rivera	100%	\$40,000.00	Closing Attorney
Johns and Sebastian, LLC	Carlos A. Pérez Mena	100%	\$40,000.00	Closing Attorney
Katiria Pérez	Katiria Pérez	100%	\$40,000	Closing Attorney

- Neither the contractor nor any of its owners<sup>2</sup>, 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.
- 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.
- 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).
- Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.
- Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct all the above on this 17<sup>th</sup> day of January 2024.

DocuSigned by:  
  
Signature

January 17, 2024  
Date

Keith Reynolds  
Printed Name

Manager of Contract Administration  
Position

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.  
<sup>2</sup> 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.



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Attachment IV

KR

WORR  
WORR

# ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION INNOVATIVE EMERGENCY MANAGEMENT, INC.

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.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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

\_\_\_\_\_  
Signature

December 27, 2023

\_\_\_\_\_  
Date

Keith Reynolds

\_\_\_\_\_  
Printed Name

Manager of Contract  
Administration

\_\_\_\_\_  
Position