AMENDMENT D

GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) SOCIAL INTEREST HOUSING PROGRAM (SIH)

> AMENDMENT D TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND HOGAR DE AYUDA EL REFUGIO INC. Contract No. 2021-DR0195 Amendment No. 2021-DR0195D



This **AMENDMENT D TO THE SUBRECIPIENT AGREEMENT** ("**AMENDMENT D**") is entered into this <u>30</u> day of <u>April</u>, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **Hogar de Ayuda El Refugio Inc.** ("**Subrecipient**"), a non-profit organization, with principal offices at Guaynabo, Puerto Rico, represented herein by its Executive Director, María Ramos Andino, of legal age, single, and resident of Bayamón, Puerto Rico, collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on May 4, 2021, the Parties executed a Subrecipient Agreement registered as Contract Number 2021-DR0195 ("Agreement") for the amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) for the Subrecipient to undertake its activities under the Social Interest Housing Program ("SIH" or "Program"). The Parties agreed on a performance period of two (2) years from the execution of the Agreement, ending on May 4, 2023.

WHEREAS, on July 21, 2022, the Parties executed the Amendment A, registered as Contract Number 2021-DR0195A ("Amendment A"), principally to modify Exhibit B (Timeline and Performance Goals) and to include updated versions of Exhibit F (HUD General Provisions) and Exhibit H (Subrogation and Assignment Provisions). Also, through AMENDMENT A, the performance period of the Agreement was modified to thirty (30) months from the date of the execution of the Agreement. Consequently, the End Term of the Agreement was changed to November 4, 2023. Nevertheless, the Total Authorized Budget of the Agreement remained unchanged.

WHEREAS, on July 14, 2023, the Parties executed Amendment B, registered as Contract Number 2021-DR0195B ("Amendment B"), which entailed a six (6) months extension of the performance period of the Agreement. Therefore, the performance period was modified to thirty-six (36) months from the date of the execution of the Agreement. Consequently, the End Term of the Agreement was changed to May 4, 2024. However, the total authorized budget remained unchanged.

Moreover, modifications to the General Award Information table in Section I of the Agreement, Section II. ATTACHMENTS, and Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS were incorporated via Amendment B. Also, Section XI. CDBG-DR POLICIES AND PROCEDURES and Section XII. FORCE MAJEURE of the Agreement were updated via Amendment B. Moreover, Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION and Section XXXII. LIMITATIONS PENDING

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 ENVIRONMENTAL CLEARANCE were added by reference into the Agreement. Also,

 Amendment B modified Exhibit B (Timeline and Performance Goals) of the Agreement

 and incorporated an updated version of Exhibit F (HUD General Provisions) and a new

 Exhibit J (Non-Conflict of Interest Certification). Several terms and conditions of the Agreement were updated as well.

WHEREAS, on October 12, 2023, the Parties executed Amendment C, registered as Contract Number 2021-DR0195C ("Amendment C"), which entailed modifications to the Exhibit C (Key Personnel) and Exhibit D (Budget). Notwithstanding the modifications, the Total Authorized Budget and End Date of the Agreement remained unchanged.

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

WHEREAS, this **AMENDMENT D** does not constitute an extinctive novation of the obligations of the parties under the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT D**.

WHEREAS, the Subrecipient duly adopted the Corporate Resolution of the Board of Directors dated March 30, 2024, authorizing the Subrecipient, via its Executive Director, María Ramos Andino, to enter into this **AMENDMENT D** with the PRDOH, and by signing this **AMENDMENT D**, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Parties agree to execute this **AMENDMENT D** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT D** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT D**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

In order to achieve the Program goals and to ensure all the CDBG-DR funding allocated to the Subrecipient is used to its fullest, the Parties agreed on the need to amend the Agreement. This **AMENDMENT D** principally entails a **seven (7) month** extension of the performance period of the Agreement to address all the project activities and perform the program closeout. Therefore, the performance period of this Agreement is being modified to **forty-three (43) months** from the date of its execution. Consequently, the End Term of the Agreement is being extended to **December 4**, **2024**. Notwithstanding the aforementioned modifications, the Budget Grand Total of the Agreement remains the same.

MR WORR In addition, modifications to the GENERAL AWARD INFORMATION table in Section I., Section V. EFFECTIVE DATE AND TERM, Section XI. CDBG-DR POLICIES AND PROCEDURES, and Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS of the Agreement are being incorporated via this AMENDMENT D.

Additionally, certain terms and conditions of the Agreement are being amended, including modifying **Exhibit B** (Timeline and Performance Goals).

Notwithstanding the aforementioned modifications, the Total Authorized Budget of the Agreement remained unchanged.

C. AMENDMENTS

a. The Parties wish to amend the **GENERAL AWARD INFORMATION** table in **Section** I of the Agreement as follows:

CDBG-DR Grantee Federal Award Identification Number:	B-17-DM-72-0001		
CDBG-DR Grantee Federal Award Date:	September 20, 2018		
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFNMUBT6WCM1		
Federal Award project description:	See Exhibit A ("Scope of Work")		
	María Ramos Andino		
	Executive Director		
	Hogar de Ayuda El Refugio Inc.		
Subrecipient Contact	PO Box 3118		
Information:	Amelia Station		
	Cataño, PR 00963		
	Email: hogarayudarefugio@gmail.com		
	Tel: 787-792-1117		
Subrecipient Unique Identifier:	Unique Entity ID #: NT4WYNK47NN1		
Subaward Period of	Start Date: Effective Date, as defined in Section V of the Agreement.		
Performance:	End Date: December 4, 2024		
	Date: April 23, 2021		
	Authorized Amount: \$2,500,000.00		
Funds Certification:	Funds Allocation: CDBG-DR "R01H11SIH-DOH-LM"		
	Account Number: 6090-01-000		
	See Exhibit E ("Funds Certification")		

Section V. EFFECTIVE DATE AND TERM of the Agreement is being amended as follows:

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement extends from the date of its execution, ending on **December 4**, **2024**.

The End of Term shall be the later of: (i) **December 4, 2024**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements have been satisfied or, where no Close-Out Requirements are applicable to this Agreement, the date as of which the Parties agree in writing that no Close-Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

[...]

c. Section XI. CDBG-DR POLICIES AND PROCEDURES of the Agreement is being amended as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR/MIT 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, Personally Identifiable Information, Confidentiality, Language Access Plan, and Nondisclosure Policy and Conflict of Interest Standards of Conduct Policy, and Website the CDBG-DR/MIT as found in (https://recuperacion.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 Procurement Manual for the CDBG-DR, CDBG-MIT, and CDBG State Programs Regulation No. 9506 (effective on October 25, 2023), and reporting requirements as established by the PRDOH.

d. Section XVII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS of the Agreement is being amended as follows:

A. Consolidation or Merger

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

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

B. Change of Name

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

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

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

C. Dissolution

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov at least fifteen (15) days prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

b. Exhibit B (Timelines and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (See Attachment I). The aforementioned Exhibit is being modified to accommodate the term extension of the Agreement. Several modifications are being included in the *Timelines* column of Section 3. TIMELINES & PERFORMANCE GOALS of the exhibit.

III. SEVERABILITY

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

IV. SECTION HEADINGS AND SUBHEADINGS

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

V. COMPTROLLER REGISTRY

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

VI. ENTIRE AGREEMENT

The Agreement, as amended, constitutes the entire agreement among the Parties for the use of funds received under the Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties concerning the Agreement, as amended.

VII. 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 Program, and any other applicable laws. Further, the Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

VIII. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement via this **AMENDMENT D.** (See **Attachment II**).

SIGNATURES ON THE FOLLOWING PAGE.

MR WORR **IN WITNESS THEREOF**, the Parties hereto execute this **AMENDMENT D** in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING CDBG-DR Grantee

William O. Rodríguez Rodríguez By: William O. Rodríguez Rodríguez (Apr 30, 2024 17:34 EDT)

Name: William O. Rodríguez Rodríguez Title: Secretary

HOGAR DE AYUDA EL REFUGIO INC. Subrecipient

By: Uni hunde

Name: María Ramos Andino Title: Executive Director

ATTACHMENT I

GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

EXHIBIT B

WORR TIMELINES AND PERFORMANCE GOALS

SOCIAL INTEREST HOUSING PROGRAM

HOGAR DE AYUDA EL REFUGIO, INC.

1. PROGRAM OBJECTIVE:

The Program aims to provide funding to applicants who are committed to providing Social Interest Housing and to expand existing housing to increase the number of vulnerable persons served and/or bring existing housing to decent, safe, and sanitary conditions and meet compliance with construction codes. The Program provides funding to NGOs who aim to increase housing opportunities for vulnerable individuals while also improving existing housing conditions to meet decent, safe, resilient, and sanitary standards in disaster impacted areas.

The National Objective of this Program is to benefit Low- and Moderate-Income (LMI) persons (below eighty percent (80%) Area Median Family Income (AMFI) according to the HUD Modified Income Limits for CDBG-DR Puerto Rico), through the Limited Clientele (LC) LMI sub-category.

2. TERMS:

- Design Build A method of project delivery in which architects, engineers, and contractors are a single business entity and provide their services, (from initial design concept through construction completion). The Design Build firm will enter into a single contract, offering their combined services as one business entity. (Note: NGO may choose to perform separate procurement processes which may include but is not limited to equipment, additional purchases of goods or services to achieve SRA Goals, as long the processes comply with the regulation of the 2 C.F.R. § 200.318 2 C.F.R. § 200.327.)
- Key Objective The major objective the Program wants to achieve.
- Key Activity The activities necessary to carry out the Objective.
- Indicator The quantitative method used to demonstrate that the Key Activities have been performed.
- Source of Verification The documentation used to verify that the Indicators have been met, and thus the activities are complete.

i.

Target – The goal for each of the Indicators.

Amendment D to the Subrecipient Agreement Between PRDOH and Hogar de Ayuda El Refugio, Inc. For the Social Interest Housing Program under CDBG-DR Program Exhibit B: Timelines and Performance Goals Page 2 / 7

 Projects – Refers to the construction or rehabilitation of a housing solution as proposed by the NGO in the Notice of Funds Availability (NOFA) response.

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Amendment D to the Subrecipient Agreement Between PRDOH and Hogar de Ayuda El Refugio, Inc. For the Social Interest Housing Program under CDBG-DR Program Exhibit B: Timelines and Performance Goals Page 3 / 7

MR 3. TIMELINES & PERFORMANCE GOALS

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KEY OBJECTIVE #1	KEY ACTIVITY	INDICATORS	SOURCE OF VERIFICATION	TARGET GOALS	TIMELINE
	1.1 Project Design Development is completed and delivered	(#) of Organizational Structure Charts approved	Approved Organizational Structure Charts	1 Organizational Chart submitted	Within ten (10) business days of the SRA Execution.
		(#) of procurement conducted	Procurement Package completed	1 procurement package completed for Inspection Services	Q2 2021
				1 procurement package completed for Design Build Services	Q3 2023
		(#) of projects that receive 30% design approval, Project Design Development & Environmental Review (ER) & permits are initiated	Submission of Project Design Development at 30% design threshold initiating ER	1 Project submitted for 30% of the Project Design Development and receive ER;	Q3 2023

Amendment D to the Subrecipient Agreement Between PRDOH and Hogar de Ayuda El Refugio, Inc. For the Social Interest Housing Program under CDBG-DR Program Exhibit B: Timelines and Performance Goals Page 4 / 7

MR <u>WORR</u> WORR		(#) of projects that receive 60% approval of Project Design Development	Submission of Project Design Development at 60% threshold	1 Project Design Development submitted at 60% threshold; ER completed	Q1 2024
		(#) of projects that receive 90% approval of Project Design Development	Submission of Project Design Development at 90% threshold	1 Project submitted for 90% of the Project Design Development;	Q2 2023
		(#) of projects that submit the 100% Project Design Development to PRDOH and to Government agency permit Office	Submission of Project Design Development at 100% threshold and Construction Permit	1 Project Design Development submitted at 100% threshold for Construction and Permits	Q2 2023
	1.2 Project Delivery & Closeout. Proper documentation is provided to	(#) projects that achieve project completion	Project Closeout Binder-delivered and includes Final Completion Report	1 Project complete Closeout process and submit complete required documentation as per Exhibit A	Q4 2024
	ensure that construction	(#) Certificates of Occupancy	Certificate of Occupancy- ("Permiso de Uso")	1 Certificate of Occupancy/or applicable certifications	Q4 2024

Amendment D to the Subrecipient Agreement Between PRDOH and Hogar de Ayuda El Refugio, Inc. For the Social Interest Housing Program under CDBG-DR Program Exhibit B: Timelines and Performance Goals Page 5 / 7

MR	was complete to standard				
WORR	1.3 Affordability Period	(#) Facilities completed	Annual Reports	# 1 facility completed	Annually for ten (10) years from the occupancy date.*
			Annual Reports	General Detox Area – Fourteen (14) Beds	Annually for ten (10) years from the occupancy date
		(#) of beds available	Annual Reports	Four (4) Rooms with Two (2) Beds Each - Eight (8) Beds	Annually for ten (10) years from the occupancy date.*
		(#) of individuals served	Annual Reports	Six (6) Apartment Units with One (1) Bedroom Each – Six (6) Beds	Annually for ten (10) years from the occupancy date.
			Annual Reports	Up to 28 individuals served	Annually for ten (10) years from the occupancy date.
		% of units that remain affordable	Annual Reports	100% units remain affordable	Annually for ten (10) years from the occupancy date.*

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KEY ACTIVITY 1.1 PROJECT DESIGN DEVELOPMENT IS COMPLETED AND DELIVERED

After PRDOH has delivered the SRA Agreement, the Project Design Development must be completed to initiate the ER and Construction Phase. Amidst Construction Phase, it is critical to ensure that construction practices are met, and the project timeline is maintained. To ensure this, PRDOH will require the Subrecipient to submit Monthly Inspection Reports and SRA Monthly Administrative Reports. The Key Objective #1 outlines the requirements of this workflow specifically within a Design Build scenario; which deploys a single contract to procure both design and construction services simultaneously.

The Subrecipient must conduct procurement following the applicable federal procurement rules and regulations.

Design-Build

After being awarded the RFP Bid, a Design Build firm will enter into a single contract, offering their combined services as one business entity. Since a Design Build firm would enter into a single contractual agreement with Hogar de Ayuda El Refugio, Inc., the "design to construction" process is streamlined, allowing for a fast-track approach. This streamlined form of practice and communication is ideal for all project types especially ones that are using existing conditions, where oftentimes unforeseen construction circumstances may occur, (New Construction,¹ Rehabilitation,² and Renovation³ projects). The design process is also streamlined, usually resulting in a shortened design development phase that is combined with construction documentation. Lastly, Design Build workflows eliminate the need to procure separate construction services. Instead, design team, (which is comprised of both licensed Architects and licensed Engineers) is part of the same team of licensed professionals that conduct construction services. (Note: NGO may choose to perform separate procurement processes which may include but is not limited to equipment, additional purchases of goods or services to achieve

¹ New Construction refers to site preparation for, and construction of, entirely new structures and/or significant extensions or the way that something is put together. Homes or structures considered as new construction usually are built within the past year and a half.

² Rehabilitation refers to returning a structure exterior or interior to a useful state by means of repair, modification, or alteration and additions while preserving/retaining those portions or features which convey its historical, cultural, or architectural values

³ Renovation refers to the process of returning existing old structures, typically damaged, defective, or out of code compliance, up to a modern, improved state, meeting new code requirements regulated by federal or local law. Typically, major elements of the structure are added, relocated, or reconfigured for functional, efficiency or marketability reasons.

SRA Goals, as long the processes comply with the regulation of the 2 C.F.R. § 200.318 - 2 C.F.R. § 200.327.)

Inspection Services

Prior to the execution of an Inspection Service contract, these services shall be procured. The services will be performed in parallel with the Design Build Services timeline. After being awarded the Small Purchase, the Inspection firm will enter into a single contract with the Hogar de Ayuda El Refugio, Inc. Since a Design-Build firm will be responsible for design and building the approved CDBG-DR project, the Inspection company shall work in conjunction with the "fast-track" construction timeline. Since the design process is also streamlined, it will result in a shortened design development phase that occurs alongside the construction documentation and consequently, reporting phase. Ultimately, this will allow a third party, such as the Inspection Services, to advocate on behalf of the Subrecipient to ensure Quality Assurance/Quality Control (**QA/QC**) of performed construction services.

KEY ACTIVITY 1.2 PROJECT DELIVERY & CLOSEOUT

For the Project(s) to be considered "complete," milestones must be delivered to ensure the safety of the Project's user(s). The Project's completion is not marked solely upon the completion of the Project's Construction Phase but is also marked by the approval of the project closeout binder.

KEY ACTIVITY 1.3: AFFORDABILITY PERIOD

It is essential to provide continued satisfaction to the Project's user and ensure that the Project(s) has a continued ability to provide shelter and community to its targeted population. A method to consider when maintaining the Project's continued success is to evaluate the Project on an annual basis. This allows the proper parties involved to be updated regularly on any developments and ensure that the cost of living does not rise.

Annual Reports can summarize changes in a timely manner, which can help the proper parties mitigate concerns more quickly and efficiently. In the long term, Post Construction Annual Reports of **ten (10) years** for funded projects meeting the LMI National Objective using the Limited Clientele subcategory, as established in the Program Guidelines ensure the last quality and resilience of the community.

END OF DOCUMENT





ATTACHMENT II

AR NON-CONFLICT OF INTEREST CERTIFICATION NORR SOCIAL INTEREST HOUSING PROGRAM HOGAR DE AYUDA EL REFUGIO INC.

The Subrecipient certifies that to the best of its knowledge:

- 1. No public servant of this executive agency has a pecuniary interest in this agreement, contract, purchase, or commercial transaction.
- 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.
- 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 of affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Vanna Rousell

Signature

María Ramos Andino Printed Name 04/30/2024

Date

Executive Director_____