



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

AMENDMENT C TO THE SUBRECIPIENT AGREEMENT

BETWEEN THE

PUERTO RICO DEPARTMENT OF HOUSING

AND THE

PUERTO RICAN ORGANIZATION TO MOTIVATE, ENLIGHTEN AND SERVE ADDICTS, INC.  
(PROMESA)

Contract No. 2021-DR0200

Amendment No. 2021-DR0200C



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This **AMENDMENT C TO THE SUBRECIPIENT AGREEMENT (AMENDMENT C)** is entered into this 4 day of December, 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 the **PUERTO RICAN ORGANIZATION TO MOTIVATE, ENLIGHTEN AND SERVE ADDICTS, INC. (PROMESA) (Subrecipient)**, with principal offices in New York, United States, represented herein by its Executive Vice President, Lymaris Albors, of legal age, single, and resident of New York, United States; collectively the "**Parties**".

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on May 4, 2021, the Parties executed a Subrecipient Agreement, Contract Number **2021-DR0200 (Agreement)**, for **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** for the Subrecipient to undertake its activities under the **Social Interest Housing Program (Program)**. The Parties agreed on a performance period of **two (2) years** from the date of the execution of the Agreement, ending on **May 4, 2023**.

**WHEREAS**, on March 17, 2023, the Parties executed an **Amendment A** to the Agreement, Contract Number **2021-DR0200A (Amendment A)**. Via **Amendment A**, the Parties agreed to extend the **END DATE** of the Agreement to **May 4, 2024**. In addition, the **GENERAL AWARD INFORMATION** table in **Section I** of the Agreement, **Section II. ATTACHMENTS**, **Section V. EFFECTIVE DATE AND TERM**, **Section X. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD AND ADDITIONAL PRDOH REQUIREMENTS**, **Section XI. CDBG-DR POLICIES AND PROCEDURES**, and **Section XII. FORCE MAJEURE** were amended, while **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** and **Section XXXII. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE** were added. Also, updated versions of **Exhibit B** (Timeline and Performance Goals), and **Exhibit H** (Subrogation and Assignment Provisions) were incorporated by reference into the Agreement. Moreover, a new **Exhibit J** (Non-Conflict of Interest Certification) was included. The **Amendment A** did not affect the budget amount of the Agreement.

**WHEREAS**, on May 4, 2024, the Parties executed an **Amendment B** to the Agreement, Contract Number **2021-DR0200B (Amendment B)**. Via **Amendment B**, the Parties agreed to extend the **END DATE** of the Agreement to **December 4, 2024**. In addition, 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 were incorporated via **Amendment B**. Also, updated versions of **Exhibit B** (Timeline and Performance Goals),

**Exhibit F** (HUD General Provisions and Other Federal Statutes, Regulations, and PRDOH Requirements) were incorporated by reference into the Agreement. This **Amendment B** did not affect the overall budget amount of the Agreement.

**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 C** 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 C**.

**WHEREAS**, the Subrecipient has a duly adopted Resolution dated March 1, 2023, authorizing its authorized representative, Lymaris Albors, to enter into this **AMENDMENT C** with the PRDOH, and by signing this **AMENDMENT C**, the 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 PRDOH and the Subrecipient agree to execute this **AMENDMENT C** subject to the following:

## **II. TERMS AND CONDITIONS**

### **A. SAVINGS CLAUSE**

The information included in this **AMENDMENT C** 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 C**. 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 its fullest, the Program has identified the need to amend the Agreement and determined that a time extension is needed to address all the project activities and perform the program closeout. Therefore, the performance period of this Agreement is being modified to **forty-seven (47) months** from the date of its execution. Consequently, the End Term of the Agreement is being extended to **April 30, 2025**.

Additionally, modifications to the **GENERAL AWARD INFORMATION** table in **Section I.**, and **Section V. EFFECTIVE DATE AND TERM** are being incorporated via this **AMENDMENT C**.

Moreover, updated versions of **Exhibit A** (Scope of Work), **Exhibit B** (Timeline and Performance Goals), and **Exhibit J** (Non-Conflict of Interest Certification) are being incorporated into the Agreement. All other provisions of the original Agreement, including the total budget, remain unaltered.

**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:	February 21, 2020
CDBG-DR Grantee Unique Entity Identifier:	Unique Entity ID: FFMUBT6WCM1
Federal Award project description:	See <b>Exhibit A</b> ("Scope of Work")
Subrecipient Contact Information:	Lymaris Albors Executive Vice President Puerto Rican Organization to Motivate Enlighten and Serve Addicts, Inc. (PROMESA) 300 E 175 <sup>th</sup> St. Bronx, NY 10457-7239
Subrecipient Unique Identifier:	Unique Entity ID #: NTKPCPB2BEL9
Subaward Period of Performance:	Start Date: Effective Date, as defined in <b>Section V</b> of the Agreement, as amended. End Date: <b>April 30, 2025</b>
Funds Certification:	Dated: April 26, 2021 Authorized Amount: <b>\$300,000.00</b> Funds Allocation: CDBG-DR "R02H11SIH-DOH-LM" Account Number: 6090-01-000 See <b>Exhibit E</b> ("Funds Certification")

b. **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 **April 30, 2025**.*

*The End of Term shall be the later of (i) **April 30, 2025**; (ii) the date as of which the Parties agree in writing that all Close-Out Requirements<sup>1</sup> have been satisfied or, where no Close-Out Requirements apply 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. **Exhibit A** (Scope of Work) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment I**). The aforementioned Exhibit is being modified to revise the language to be

consistent with the changes implemented in Exhibit B. Language that is inconsistent with the expected deliverables is being either revised for clarity or removed entirely. This will ensure alignment between the project's scope and the deliverables outlined in Exhibit B, improving accuracy and facilitating better performance tracking throughout the project phases.

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- d. **Exhibit B** (Timeline and Performance Goals) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment II**). The aforementioned Exhibit is being modified to align with Program activities and closeout. Key Activities, Timelines & Performance are being modified to better align subrecipient deliverables and timelines to achieve the Program's objectives. This adjustment will enable the Program to more effectively measure and monitor the subrecipient's performance across the various phases of the proposed project, such as planning, design, construction, and closeout.
- e. **Exhibit J** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement (**Attachment III**).

### III. SEVERABILITY

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

### IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT C** 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 C**.

### V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT C** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT C** and any subsequent amendment thereto. The services object of this **AMENDMENT C** may not be invoiced or paid until this **AMENDMENT C** 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. COMPLIANCE WITH STATE INSURANCE FUND CORPORATION POLICY (ACT NO. 45 OF APRIL 18, 1935, as amended)

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- A. The Parties acknowledge that the Agreement contains applicable regulation under the Compensation System for Work-Related Accidents Act (**Act No. 45**)<sup>1</sup>.
  - B. The Subrecipient acknowledges that PRDOH will execute this **AMENDMENT C** contingent upon the Subrecipient's submission of the required policy in compliance with Act No. 45 within **thirty (30) business days** of signing this **AMENDMENT C**. PRDOH will not process reimbursements for the Subrecipient until the policy meeting the requirements of Act No. 45 has been submitted.
  - C. The Subrecipient releases PRDOH from any liability. Failure to submit the policy in compliance with Act No. 45 within the specified timeframe may result in the withholding of reimbursements, recapture of funds, and/or termination of the Agreement.

IX. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH of 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 C. (Attachment III)**.

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

PUERTO RICO DEPARTMENT OF HOUSING  
CDBG-DR Grantee

By: William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Dec 4, 2024 17:06 AST)  
Name: William O. Rodríguez Rodríguez  
Title: Secretary

PUERTO RICAN ORGANIZATION TO MOTIVATE ENLIGHTEN AND SERVE ADDICTS, INC.  
(PROMESA)  
Subrecipient

By: Lymarís Albors  
Lymarís Albors (Dec 4, 2024 14:15 EST)  
Name: Lymarís Albors  
Title: Executive Vice President

<sup>1</sup> Compensation System for Work-Related Accidents Act, as amended, Act No. 45 of April 18, 1935 (11 LPRA § 1 et. seq.).



## EXHIBIT A

### SCOPE OF WORK

#### SOCIAL INTEREST HOUSING PROGRAM

#### PUERTO RICAN ORGANIZATION TO MOTIVATE, ENLIGHTEN AND SERVE ADDICTS, INC. (PROMESA)

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##### 1. Program Overview/Background

This Scope of Work defines the Subrecipient tasks, that must be performed in order to support the Puerto Rico Department of Housing (**PRDOH**) in the implementation of the **Social Interest Housing (SIH) Program**; as part of Puerto Rico's recovery efforts, in accordance to Federal, State, and Local regulations, and in connection with appropriated disaster assistance funding under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**) Program.

The Program's goal is to expand existing housing solutions to increase the number of vulnerable populations served, and/or bring existing housing to decent, safe, and sanitary conditions, in compliance with applicable provisions of federal, state and local laws, building codes, ordinances, rules and regulations, accessibility, health and safety standards.

The activities under this Program will be managed and implemented by the Subrecipient, and overseen by PRDOH, which may in its discretion procure Consultant[s] to implement any aspect of such eligible Program Activities. With the intent of being consistent with the requirements of this Subrecipient Agreement (**SRA**), the Subrecipient shall be reimbursed for any Eligible Costs incurred in carrying out Program Activities within eligible budget amounts.

The PRDOH reserves the right to modify or delete the task listed and, if appropriate, add additional tasks prior to and during the term of the agreement.

##### 2. National Objective

Given that the Program will provide funding to a wide range of activities, PRDOH anticipates that the National Objective shown below will be applicable.

The National Objective of this Program is to benefit Low- and Moderate-Income (**LMI**) persons<sup>1</sup> (below eighty percent (80%) Area Median Family Income (**AMFI**) according to the HUD Modified Income Limits for CDBG-DR Puerto Rico<sup>2</sup>), through the Limited Clientele (**LC**) LMI sub-category. To qualify under the LC subcategory, activities funded under this Program must meet one (1) or more of the criteria listed in the SIH Program Guidelines.

##### 3. Program Description

The Program will be overseen by the Puerto Rico Department of Housing (**PRDOH**) and implemented by eligible Non-Profit, Non-Governmental Organizations

<sup>1</sup> 24 C.F.R. § 570.483 (b)

<sup>2</sup> These limits change annually.

(NGOs) – as Subrecipients – who respond, with a viable Project proposal, to a Notice of Funding Availability (NOFA).

The objectives of the Program are the following:

- Provide funding to Applicants who are committed to providing social interest housing and working with diverse populations to ensure accessibility of individuals having a wide-range of socioeconomic, physical, emotional, and other impairments.
- Provide funding to Applicants to expand existing housing to increase the number of vulnerable persons served and/or bring existing housing to decent, safe, and sanitary conditions, in compliance with applicable State and Local government construction codes, and health and safety standards in disaster impacted areas.

Program funding will be based on organizational qualifications and identification of highly vulnerable populations.

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#### 4. General Tasks

The Subrecipient must work closely with the PRDOH to accomplish the identified tasks. The Subrecipient may be required to implement these general tasks throughout the life of the Program until its closeout.

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

##### Task 1. Acquisition of Property (if applicable)

**Activity:** Acquisition of real property by PRDOH, including acquisition of property under the SIH Program, is subject to the real property acquisition requirements established in Puerto Rico Executive Order No. 4 of January 20, 2004 (OE-2004-04). Prior to completing the acquisition of real property, PRDOH must obtain the following documents:

- a) Survey Plans and/or project plans, such as construction or demolition plans, schematic drawings, engineering drawings, among others;
- b) Property registry certification of the property to be acquired, issued no more than **six (6) months** prior to the acquisition;
- c) A debt certification from the property owner issued by the Puerto Rico Department of Treasury, issued within **six (6) months** of submission to PRDOH;
- d) Letter from PRDOH authorizing the acquisition of the property.

The Subrecipient shall sign all the required documentation and any other requirement given by PRDOH.

##### Task 2. Temporary Relocation (if applicable)

**Activity:** Subrecipient may use CDBG-DR funds for temporary relocation payments and assistance to persons displaced by an activity that is not subject to the requirements described above. This may include payments and other assistance for temporary relocation (when persons are not permanently displaced).

Applicants to the SIH Program qualify for temporary relocation assistance, only if they must vacate the storm-impacted property during program-sponsored construction. Applicants who are not residing in the storm-impacted property for any reason other than program-sponsored construction are not eligible for temporary relocation assistance. The SIH Program may provide temporary relocation assistance only on an extremely limited basis and as a last resort for applicants to secure temporary housing during program-sponsored construction.

In order to qualify for temporary relocation assistance, the Applicant must:

Be determined to be eligible to receive assistance that requires the Applicant vacate the damaged property during construction:

- a) Have an income of less than fifty percent (50%) of HUD-approved income limits for Puerto Rico;
- b) Have no Duplication of Benefits (DOB) issues that could prevent the Program from providing services.
- c) Have exhausted all possible options to temporarily reside with friends, family, in self-funded housing or any other options available; and
- d) Have no other options for temporary housing.

The Subrecipient will provide and submit documentation to PRDOH that supports the temporary relocation qualifications.

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### Task 3. Document Control and Information Technology

**Activity:** Subrecipient shall engage in the use of the latest technologies for the document controls and information technologies as an ancillary requirement to operate and interact with the SIH Program as mentioned in the section 5.1 *Eligible Activities* of the SIH Program Guidelines. No additional compensation for the implementation, maintenance, or licenses of these technologies will be provided to the Subrecipient.

The Subrecipient is expected to use and implement commercial technologies for communication(s) purposes, that are deemed necessary to coordinate and complete the project.

The Subrecipient shall provide general contact information regarding the designated Point of Contact (POC) to establish initial and regular communication with PRDOH. The Subrecipient shall also be granted access to into the Grant Compliance Portal and will be responsible to submit all the required documentation throughout the Program/Project's life.

### Task 4. Training

**Activity:** The Subrecipient must attend and complete the courses required by PRDOH. The Subrecipient will be responsible to participate in mandatory sessions of training, but not limited to the following:

Module Series Name	Module Description
<b>CDBG-DR 101</b>	Participants will learn the basic requirements for the CDBG-DR, eligible disaster activities, national objectives requirements and the waiver process.
<b>Fair Housing &amp; Equal Opportunity 101</b>	This module introduces the federal compliance statutes and federal guidance on Fair Housing, Equal Opportunity and related requirements, their applicability, and what triggers the need to comply for difference program areas.
<b>Davis-Bacon 101</b>	This module introduces the federal compliance statutes and other federal guidance on Davis-Bacon, its applicability, and what triggers the need to comply.

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<b>Section 3 &amp; M/WBE 101</b>	This module introduces the federal compliance statutes and other federal guidance on Section 3 and M/WBE, its applicability, and what triggers the need to comply.
<b>Environmental 101</b>	This module introduces Environmental Review requirements typically associated with CDBG-DR activities, timing, and planning considerations for compliance, and tips and resources available to grantees.
<b>Procurements 101</b>	This module introduces Procurements terminology and processes. The module will also approach Conflict of Interest concepts relevant to Procurement Processes.
<b>Finance 101-104</b>	These modules introduce Finance terminology and processes. The modules will also include the development of internal controls and implementation of such, as well as monitoring procedures to ensure the effectiveness of internal protocols.
<b>Recordkeeping 101</b>	This module introduces the Recordkeeping requirements and processes.
<b>Anti-fraud, Waste, Abuse, &amp; Mismanagement 101</b>	This module introduces Anti-Fraud, Waste, Abuse and Mismanagement requirements and processes. The session will also approach Conflict of Interest concepts.
<b>Grant Management/Administration Principles 101-107</b>	These modules introduce the roles and responsibilities of subrecipients, applicable systems to manage CDBG-DR program data, management

#### **Task 5. Reporting**

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

As requested, the Subrecipient shall meet with the PRDOH to discuss the status of the project(s), applicant concerns, and any other issues that may have arisen during the administration of the assigned SIH Program.

The Subrecipient will provide the PRDOH with milestone reports on established schedule, as well as required documents to the Grant Compliance Portal for PRDOH to monitor the project(s). This system will serve as the Subrecipient digital platform to upload all required information permitting the review and approval by designated personnel. Access will be provided by PRDOH.

The Subrecipient will compile and review the necessary information to also prepare reports required by HUD and will comply with HUD regulations.



Additionally, the Subrecipient will present to the PRDOH, on an established periodic basis, a complete inventory of assets with an acquisition price of five hundred dollars (\$500.00) or more and a useful life of one (1) year or longer, furnished by the PRDOH or funded by the CDBG-DR grant, including items such as: equipment, furniture, computers, phones, laptops, network printers, network equipment, etc., if applicable.

Finally, the Subrecipient will complete any other task necessary to ensure proper accounting and reporting as required by the Program.

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. §570.507, when applicable.

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#### **Task 6. Invoicing**

**Activity:** The Subrecipient will be responsible for submitting invoices for the reimbursement of costs, regarding internal staff or contracted services. This will occur through PRDOH's Financial Management System, to ensure that submittals are completed within compliance of regulations and standards. Upon the execution of the SRA, the Subrecipient will receive training on how to properly use this Financial Management System. Reimbursement is contingent upon provision and acceptance of adequate invoicing materials. Those required materials include proof of payment, daily time sheets with description of tasks and activities performed, and others as described in the PRDOH Finance Manual. Staff time will be reviewed for cost allowability, reasonableness, and allocability prior to reimbursement, and may be returned if described tasks and activities are not relevant to the SIH Program, or if documentation is insufficient or for any other reason deemed necessary by PRDOH Finance.

The Requests for Reimbursements Form must be submitted with all supporting invoices, bills, time sheets, the Monthly Report, and any other document necessary to justify the payment or any other supporting document requested by PRDOH. The Request for Reimbursement must be accompanied by supporting documentation from the Subrecipient demonstrating that all procurements for goods and services have been made, are in accordance with this Agreement.

#### **5. Specific Tasks: Project development tasks**

The Subrecipient will prepare and submit all necessary documentation related to proposed projects for development under this Program. Proposed projects documentation shall demonstrate compliance with all eligibility requirements established in the SIH Program Guidelines and must be submitted via the Grant Management System. Submitted documentation must comply with the CDBG-DR funds requirement which can only be used on costs that are defined within the Program Guidelines and within the SIH NOFA. In this role, the Subrecipient will manage all major aspects of the Program. The Subrecipient must work closely and regularly with the PRDOH to identify and accomplish the tasks at hand. The Subrecipient may be required to coordinate with other firm(s), contracted by the PRDOH, that will be providing services for other CDBG-DR Programs.

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

### Task 7.1. Subrecipient Staff

**Activity:** The Subrecipient shall submit to PRDOH a revised Organizational Structure Chart presenting each position, necessary to perform all tasks of this Agreement. The Organizational Structure Chart shall identify which positions will be provided by Subrecipient's employees and which positions will be provided through subcontracted professional services. The Organizational Chart must be submitted within **ten (10) business days** after the signing of the Agreement.

For each professional service to be contracted, the Subrecipient shall submit a plan for procurement of services including the following information: service description, schedule of request announcement and estimated cost of service. All procurement shall be fulfilled in the Grant Compliance Portal for record keeping purposes.

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

After the signing of the Agreement, the Subrecipient shall submit an Organizational Structure Chart to the Grant Compliance Portal, for record keeping purposes. Additionally, the Subrecipient will submit a plan for procurement for each contracted service, **Exhibit C**.

### Task 7.2. Project(s) Work Plan Submission

**Activity:** After receiving Pre-Application approval from PRDOH, the Subrecipient will prepare and submit all required forms and documentation for the completion of the Project Application in compliance with the Program Guidelines and procedures, utilizing internal staff and/or contracted professional services. The Subrecipient shall submit a Project Workplan for each project Application. The submission of each Project Workplan documentation shall be made via the Grant Compliance Portal. At minimum, the Workplan shall contain, but not limited to:

- Project Detail Description - Project location and Site Plan identifying the project limits, proposed buildings footprint, parking, vehicular and pedestrian access, zoning setbacks, easements, open spaces, and landscape-communal areas.
- Requirements - Meet the CDBG-DR Program Guidelines and Specify any local and federal code that is required and must comply for the project.
- Land and Topography - Provide the Land and Topography Survey Map including utilities, easements, and existing trees.
- Zoning and Code Compliance - Provide the corresponding zoning map and identify the parcels where the Project is located. The zone district of the parcels shall be also identified.
- Implementation Schedule - Specify the corresponding duration in weeks for each task (activity).
- Cost Estimate - In accordance with the Puerto Rico Disaster Recovery Action Plan, as amended, to ensure the cost reasonableness of the goods and services under the CDBG-DR program, the Subrecipient for the SIH Program may perform the following analysis to assess cost reasonableness:
  - **Comparison of Proposed Prices and Historical Contracts:** Historical data can be used to compare the cost of materials and activity of similar projects. Depending on the timing of the prices being

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compared, adjustments for inflation may be required to compare data in a fair manner.

- o **Comparison of Proposed Prices with Prices Obtained through Market Research:** When a good or service has an established market price, whether locally or in another jurisdiction, the verification of an equal or lower price may be used to establish cost reasonableness. Also, when the market value of a specific good or service is not found, a comparison with a substantially similar good or service may also be performed to establish cost reasonableness.

The Subrecipient may acquire professional services to prepare and submit the Application documentation for the project(s). To acquire professional services, the Subrecipient shall comply with procurement processes in compliance with the federal procurement rules and regulations found in 2 CFR § 200.318 through §200.327.CDBG-DR Program.

All new construction, rehabilitation and renovation works for the SIH Program are required to follow federal, state, and local codes, rules and regulations. Works must also be performed after obtaining all required endorsement and permits. The Subrecipient shall ensure compliance with all applicable provisions of federal, state and local laws, building codes, ordinances, rules and regulations, and accessibility, health and safety standards, and any other requirement for the works to be undertaken by the SIH Program.

The Subrecipient will be responsible to provide all professional services including but not limited to, project management services, inspection services, and design/build services. Figure 1 provides an example of an organizational structure to be implemented by the Subrecipient.

#### **Procured Design / Build Workflow:**

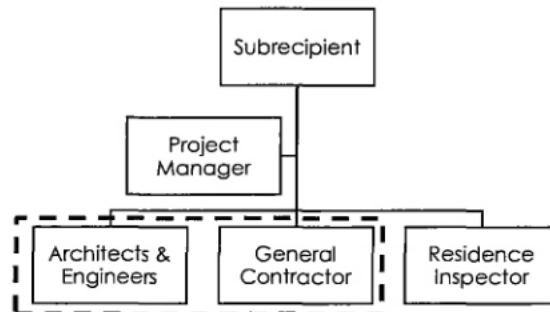


Figure 1. Subrecipient Organizational Chart for Design Build. (Architects, Engineers, & Contractors are a joint-venture and require a single contract).

The Subrecipient will fulfill the professional services in compliance with the following roles and responsibilities (see Tasks 1). One of the above workflow methods will be selected and approved by PRDOH for the given Project.

Through the Grant Compliance Portal, the subrecipient will submit all outstanding forms and documentation for the Project Application. The Subrecipient will also present a Workplan for each project application.

#### **Task 7.2.1. Project Management Services**

**Activity:** Utilizing internal staff and/or contracted professional services, the Subrecipient shall fulfill all the required Project Management Services to incorporate the best construction management and administrative practices possible, for the SIH Program. These practices may include but are not limited to the following examples of roles and responsibilities listed below.

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In order to acquire and proceed with these professional services, the Subrecipient shall abide by the applicable procurement process for CDBG-DR. The Subrecipient will submit the Project Management Services Procurement Package to PRDOH for record keeping purposes.

- a) Act as Point of Contact between the project's implementation and Executive Manager.
- b) Lead coordination and control over execution of approved project(s) activities.
- c) Assist coordination and report overall and specific project(s) activities.
- d) Monitor project status and control team performance (including all staff and vendors under the subrecipient's direct and indirect supervision) in accordance with established performance goals, regulatory compliance, and quality standards and recommend corrective action and/or performance plan for underperforming team members, subcontractors, vendors, or other staff.
- e) Lead and coordinate the implementation of change management, risk management, and quality assurance.
- f) Lead and approve project(s) monitoring activities to prepare and present reports as required by the PRDOH.
- g) Lead, coordinate, and facilitate all necessary high profile, program-wide public presentations, and meetings, subrecipient meetings, and government or non-government stakeholders' meetings.
- h) Organize the selected personnel and subcontractors. Coordinate, support, and analyze performance measurement of subrecipients and contractors, and report results in coordination with PRDOH or representative.
- i) Maintain a complete understanding of all applicable CDBG-DR Program's policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions.
- j) Coordinate documentation submissions for approved project(s).
- k) Track and report status and performance of approved project(s).
- l) Provide, coordinate, or manage technical assistance to technical team (e.g., consultants and employees performing technical work to develop project).
- m) Review and recommend for payment, the invoices related to professional services certifications for payment and construction change orders.
  - o Provide solutions to the unforeseen conditions and reduce contract modifications.
- n) Monitor and prepare progress reports to communicate the status of work, pending matters, and the budgetary situation of the project(s).
- o) Identify, communicate, and resolve delays or situations that affect the scope, budget, or schedule of the project(s).
  - o Establish, prioritize, and enforce production and performance goals in alignment with Program priorities and objectives. Lead coordination and control over execution of all Program activities.
- p) Lead the management of project development from each Project Application through necessary planning, design, construction, and closure of the project.
- q) Monitor compliance with applicable regulations, laws, safety codes, standards, policies, management of program resources, including permit(s), environmental laws, and current procedures applicable to the development of construction project as mentioned in the SIH Program Guidelines.
- r) Deliver staff listed in **Exhibit C** promptly to support Program demands, which may increase or decrease as needed and can change throughout the Program life cycle. Always ensure enough staff to support timely and efficient Program operations.
- s) Establish, communicate, and enforce standard, efficient, and streamlined processes and strategies to support delivery of Program goals, risk management, quality assurance, and change management; engage in total quality management practices to regularly evaluate effectiveness of

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established processes and implement change when needed. Processes may be subject to PRDOH review and approval.

To acquire professional services for the construction and management of the Project, the Subrecipient will complete and submit the Project Management Services Procurement Package to PRDOH for record keeping purposes.

#### **Task 7.2.2. Design-Build Services**

**Activity:** Mainly, Design and Construction services will be required for projects of new construction, rehabilitation, and renovation. They may resemble single family housing units, (detached or otherwise), two-unit structures, multi-unit properties, group homes, or other property types that abide by the standards within Special Interest Housing that benefit the targeted population being served.

Utilizing internal staff and/or contracted professional services, the Subrecipient shall perform all required Construction Services. To acquire professional services, the Subrecipient shall comply with the applicable procurement processes. The Subrecipient will submit the procurement package, Design-Build Services to PRDOH for record keeping purposes.

PRDOH reserves the right to require revision(s) and resubmission(s) of draft award documentation.

To acquire Design-Build services, the Subrecipient may submit the Procurement Package and corresponding documentation, and further await PRDOH revision.

**Task 7.3. Project Design Development Activity:** By means of internal staff and/or contracted professional services, the Subrecipient shall prepare all necessary construction documents for project development and implementation for the project approved by the PRDOH. This Task includes preparation of all required construction documentation including, but not limited to, the following examples: construction drawings and technical specifications, property acquisition drawings and documentation, technical studies, and analyses, required permits and endorsements, cost estimates, construction schedule (CPM), and all necessary construction bid documentation. During the preparation of the above-mentioned documents, the subrecipient can choose to incorporate resilient materials, concrete, as well as resilient characteristics, seismic restraints for equipment and if applicable windstorm resistant for exterior windows following up to date building codes.

During the performance of this Task, the Subrecipient shall conduct and complete the required deliveries for PRDOH. The submissions of construction documentation will be delivered in compliance with established benchmarks. They will be subject to revision and must demonstrate the progress of work in compliance with the roles and responsibilities specified in the procurement process. Delivery timelines and deadlines shall be coordinated with the PRDOH before commencing the design development of project.

After the revision of each delivery, the Subrecipient should expect comments from PRDOH that might require further revisions of the documentation. PRDOH expects to receive a Compliance Certification with each required progress delivery, to ensure that applicable codes and regulations are met and that the progress accomplished was prepared by the designated Registered Architect (RA)/Professional Engineer (PE) in charge of each project. The Subrecipient may request technical assistance from the PRDOH to prepare required documentation.

*"I, [Name of the Architect or Engineer, license number #####], certify that I am the Professional who designed these plans and the complementary specifications. I also certify that I understand that such plans and specifications comply with the applicable provisions of the latest version of the Puerto Rico*

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Building Code, Regulations of Agencies, Regulatory Boards or Public Corporations with jurisdiction.

I acknowledge that any false statement or falsification of the facts that has occurred without knowledge or through negligence, whether by me, my agents, or employees or by other persons with my knowledge, hold me liable for any judicial and disciplinary action before any competent authority.

I further certify that all forms, specifically those that are completed online, have been reviewed or prepared by me, which I understand are safe for the environment, health, and wellness in accordance with accepted standards, and that the information submitted is true. I further acknowledge that the falsification of any statement or the omission of relevant information will entail the corresponding legal and disciplinary actions, including, but not limited to, the file without prejudice to the case."

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#### **Task 7.4. Environmental Review and Clearance**

**Activity:** The Subrecipient will be required to submit all necessary information/documentation to the PRDOH Environmental Consultant that are contracted to prepare and process the required documentation. The Subrecipient will receive from the PRDOH Environmental Consultant the final Environmental Review. The Environmental clearance must be obtained for the Project to obtain the commitment of federal or non-federal funds for construction purposes. No construction can start until the Environmental Clearance is approved by PRDOH. Any violation of this requirement may jeopardize federal funding for the Program and may disallow all costs that were incurred before the completion of the Environmental Review.

#### **Task 7.5. Construction Phase**

Within the Construction Phase, the Subrecipient will monitor the performance of the Contractor by using the Timelines and Performance Goals as stated in **Exhibit B**. While PRDOH may consider additional costs as they arise, the Contractor must be prepared to perform (and document) the Designated Project's requirements in compliance with the Project Application process subject to PRDOH's approval thereof. In the event PRDOH's funds do not cover one hundred percent (100%) of the agreed upon budget, the Subrecipient must present a showing of committed supplemental funding.

The Subrecipient shall initiate the Construction Phase while keeping record and submitting the construction documentation as follows:

- a) Coordinate and facilitate pre-construction meeting(s) for the project(s);
- b) Prepare monthly inspection reports and certify the drawing request submitted by the General Contractor or Project Resident Inspector, in a timely manner.
- c) Conduct pre-intervention process and make determinations regarding monthly draw requests which are submitted by the General Contractor, including monthly site and hard construction payments and approval of construction retainage payment (as part of this review, the subrecipient shall ensure that the General Contractor has met all of the prerequisites outlined in the CDBG-DR Program Guidelines and the Executed Agreement);
- d) Ensure execution of monthly inspection(s);
- e) Disburse CDBG-DR funding for approved drawing requests;
- f) General Contractor must submit requests for Change Order(s) to the Resident Inspector, then he must evaluate and validate the Change Order(s) is a reasonable cost and then recommend proceeding to the Project Manager, the Subrecipient, and the Project Point of Contact. Finally, the Change Order shall be submitted to PRDOH via the Grant Management System.
- g) Coordinate the compliance monitoring of the Davis-Bacon Act and all applicable CDBG-DR, federal and state regulations, and rules;
- h) Monitor compliance with the Uniform Relocation Act;

- i) Work with PRDOH to ensure environmental monitoring, as necessary;
- j) Complete Punch List Inspection.

For the construction phase, the Subrecipient or designees will be responsible of guaranteeing adequate construction practices have been conducted and that the practices are following industry standards. They shall ensure that all contracted construction services have been completed before proceeding with project closeout.

Under this task, projects of new construction, rehabilitation and renovation will be considered completed only when the following conditions are met:

- a) All the change order(s) requests have either been closed, eliminated, or executed
- b) All punch list have been corrected;
- c) All non-conformance reports have been signed and approved by the Subrecipient.
- d) Delivery of the Final Report and its corresponding Certification of Works has been completed.
- e) The project has passed final inspection, as evidenced by the Written Inspection Report(s) from the Residence Inspector and Project Manager.
- f) Final punch list has been executed and the Certificate of Occupancy ("Permiso de Uso") has been awarded to complete project closeout

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#### **Task 7.6. Construction Inspection Services**

**Activity:** Utilizing internal staff and/or contracted professional services, the Subrecipient shall provide appropriate construction inspection services for the approved project(s). To acquire these professional services, the Subrecipient shall comply with the applicable procurement processes. The Construction Inspection Services Procurement Package must be submitted to PRDOH for record keeping purposes.

At a minimum, the Subrecipient shall comply with the following roles and responsibilities for construction inspection services:

- a) Attend preconstruction meeting and participate in weekly construction meetings;
- b) Serve as the field/construction Point of Contact;
- c) Provide daily and regular correspondence with the General Contractor;
- d) Coordinate the project schedule with the General Contractor, and other required participants;
- e) Maintain necessary written communications with the Project Manager and Subrecipient;
- f) Inspect and monitor the Project's progress and construction methods to ensure that construction work meets contract requirements;
- g) Communicate and resolve field problems with the General Contractor, Project Manager, and any other affected parties;
- h) Coordinate the necessary activities to perform required materials testing;
- i) Coordinate the evaluation of testing results with Architect and/or Engineer to ensure compliance with project requirements;
- j) Assist the General Contractor with the coordination of any required utility relocation;
- k) Coordinate inspection activities with required Public or Private Utility Entity, as required by permits or endorsements;
- l) Prepare and submit necessary digital monthly reports, which at a minimum, document weather conditions, on-site construction personnel, hours worked, construction equipment used, detailed description of construction activities observed, photos, and documentation of any field decisions;
- m) Ensure compliance with all permits and endorsements of construction project;
- n) Measure and document project quantities, maintain digital records and logs of all quantities;

- o) If necessary, prepare cost estimates and to submit to Project Manager/Architect/Engineer, for review and approval;
- p) Review General Contractor quality control documentation;
- q) Coordinate survey and staking needs for the project;
- r) Conduct wage interviews with individual employees to complete report documentation to provide to the Project Manager;
- s) Prepare and finalize necessary project closeout documentation;
- t) Prepare punch list items among other necessary lists of items and deficiencies that need to be corrected;
- u) Monitor work zone traffic control;
- v) Evaluate the overall progress of construction works;
- w) Confirm that all contract requirements have been met by the contractors performing services and implementing the construction works;
- x) Monitor project safety in compliance with the Occupational Safety and Health Administration (OSHA) regulations.

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If necessary, the Subrecipient shall perform the Procurement for Construction Inspection services of the Project(s) in compliance with the scope established. The Subrecipient is responsible for coordinating construction inspection services to ensure that these services are contracted prior to the start of construction. Construction inspection services shall be provided throughout the entire construction phase and will abide by federal and state laws as well as the applicable local laws and regulations.

The Subrecipient shall submit Inspection Reports through the Grant Compliance Portal.

#### **Task 7.7. Program Closeout**

**Activity:** The Subrecipient will be responsible for the closeout process of the housing solution project. The closeout procedures and record documentation will be defined and coordinated with PRDOH, or its representatives. Following the Record Retention and Transmission of Records to the PRDOH Subrecipient. Subrecipient should:

- a) Ensure Project related documents and deliverables have been submitted to PRDOH through the Grant Compliance Portal;
- b) Maintain and preserve the Project's records until the time period required by the federal and state laws and regulations;
- c) Assist with any audits perform by the Owner or its representatives;
- d) Ensure that all Program funding has been expended in accordance to the Subrecipient Agreement and that suppliers/subcontractors have completed all tasks required.

**Note:** All records shall be retained and maintained for a period of at least **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. Furthermore, they must be made available to PRDOH upon request. Any other task necessary to ensure proper closeout of the SIH Program.

The Subrecipient shall ensure that the procured construction-related services submit a Construction Project Closeout Binder, which may include the following, as applicable to the Project:

- a) Binder cover, dividers, and checklist;
- b) Copy of the Agreement and its amendments;
- c) Waterproofing system warranties;
- d) Transfers of all warranties and equipment;
- e) Operation and Maintenance Manuals;
- f) List of vendors, supplier or manufacturer used;
- g) Record drawings, signed and sealed;
- h) Record specification, signed and sealed;

- i) Master plumber certifications:
- j) Professional electrician certifications (interior and exterior):
- k) Submittal log and its digital copies in pdf format:
- l) Copy of closing government permits: and
- m) Any other documents required by the SIH Program.

**END OF SCOPE OF WORK.**

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## EXHIBIT B

### TIMELINES AND PERFORMANCE GOALS

### SOCIAL INTEREST HOUSING PROGRAM

### PUERTO RICAN ORGANIZATION TO MOTIVATE, ENLIGHTEN & SERVE ADDICTS, INC.

### (PROMESA)

#### 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

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have been performed.

- **Photovoltaic (PV) System** – A system that is composed of one or more solar panels and electrical hardware, designed to consume energy from the Sun using photovoltaics, to generate electricity.
- **Source of Verification** – The documentation used to verify that the Indicators have been met, and thus the activities are complete.
- **Target** – The goal for each of the Indicators.
- **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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### 3. TIMELINES & PERFORMANCE GOALS

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 <b>ten (10) business days</b> of the SRA Execution.
		(#) of acquired property	Title of Property obtained & Final Appraisal	1 Land Acquisition has been Completed	<b>Q1 2025</b>
		(#) of procurement conducted	Procurement Process Completed	1 procurement process for Design Services – Parking Lot	<b>Q1 2025</b>
				1 procurement process completed for Hurricane Shutters	<b>Q1 2024</b>
				1 procurement process for Mechanical Installations	<b>Q1 2024</b>
				1 procurement process completed for PV System	<b>Q3 2023</b>

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		(#) of projects that receive 30% design approval, Project Design Development & Environmental Review ( <b>ER</b> )	Submission of Project Design Development at 30% design threshold initiating ER;	1 Project submitted for 30% of the Project Design Development and receive ER	<b>Q3 2024</b>
		(#) 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 and complete ER requirements	<b>Q3 2024</b>
		(#) of projects that receive 90% approval of Project Design Development	Submission of Project Design Development at 90% threshold	1 Project Design Development submitted at 90% threshold	<b>Q3 2023</b>
		(#) of projects that submit the 100% Project Design Development to PRDOH and to the Government's Permit Management Office	Submission of Project Design Development at 100% threshold and Construction Permit	1 Project Design Development submitted at 100% threshold for Parking Lot Construction and Permits	<b>Q1 2025</b>
		(#) of Projects and Constructions that reach completion, Permits Closeout is reached	Project and Construction reached 100% completion and permitting closeout	100% of Parking Lot Construction has been completed. Mechanical Installations, Hurricane Shutters Installation, and PV System are finalized.	<b>Q1 2025</b>

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	1.2 Project Delivery & Closeout. Proper documentation is provided to ensure that construction was complete to standard	(#) 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 <b>Exhibit A</b>	<b>Q2 2025</b>
	1.3 Affordability Period	(#) affordable units provided	Annual Reports	103* units	<b>*Annually for fifteen (15) years from the occupancy date.</b>
		(#) of individuals served	Annual Reports	individuals served	<b>* Annually for fifteen (15) years from the occupancy date.*</b>
		% of units that remain affordable	Annual Reports	<b>100% units remain affordable</b>	<b>* Annually for fifteen (15) years from the occupancy date.*</b>

\*PROMESA's Palacio Dorado is an existing construction, already completed that will receive eligible activities under CDBG-DR. However, annual affordability reports will still be applicable due to CDBG-DR requirements imposed to meet one of the national objectives and SIH Program Guidelines.

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### **KEY ACTIVITY 1.1 PROJECT DESIGN DEVELOPMENT IS COMPLETED AND DELIVERED**

The PV Systems Designer will be awarded the Small Purchase after the project has undergone the ER commencing PV System Acquisition and Installation Services. In the initial phase a critical role task must be carried in identifying the Project's load capacities and establishing the Scope of Services agreed upon by the Subrecipient and PV System Designer. If applicable, a structural analysis will be conducted to ensure the roof's capacity to support the equipment load, should the PV System be roof-mounted. **Exhibit B** establishes the requirements of the PV System process within a Design Build workflow, which deploys a single contract to procure both design and construction services simultaneously. Should the project require extensive construction services, using a Design Build workflow maximizes the collaborative and communicative efforts between parties, ultimately streamlining the Project timeline.

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

As established pursuant to PRDOH Administrative Order issued Non-profit, Non-governmental Organizations will be excluded from compliance with the PRDOH Procurement Manual and allows them to conduct their procurement procedures using the dispositions of 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 in their acquisition procedures related to the CDBG-DR Program.

- **Property Acquisition**

In order to commence the Project's parking lot development, the Subrecipient must provide documentation verifying ownership and acquisition of the required property with a Title of Property, which will also include an appraisal process. The Appraiser must be duly licensed and qualified to conduct real estate property appraisals in Puerto Rico and will consist of the following:

- A detailed description of the property appraised;
- general market data and comparable properties;
- separate valuation for structure and land;
- supporting information for valuation conclusions; and
- certification of the appraisal, noted by the appraiser's signature.

The appraisal will be conducted concurrently with the Duplication of Benefits review, when possible.

- **Design Build**

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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 PROMESA, 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<sup>1</sup>, Rehabilitation<sup>2</sup>, and Renovation<sup>3</sup> 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. (**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.)

- PV Acquisition and Installation Services

After being awarded the Bid, a PV Installation and Design firm will enter into contract with the Subrecipient, offering their complete services which will include a pre-installation assessment to establish the design criteria for the Subrecipient's capacity needs and consequently the PV System, the design of the PV System, the installation of said designed system, as well as the commission testing of the design system.

## **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.

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<sup>1</sup> 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**.

<sup>2</sup> 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

<sup>3</sup> 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.

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### **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 -for the established period of **fifteen years (15)** for funded projects the LMI National Objective ensure the last quality and resilience of the community.

**END OF DOCUMENT**

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## NON-CONFLICT OF INTEREST CERTIFICATION SOCIAL INTEREST HOUSING PROGRAM PUERTO RICAN ORGANIZATION TO MOTIVATE, ENLIGHTEN AND SERVE ADDICTS, INC. (PROMESA)

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.
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 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."

Lymaris Albors

Lymaris Albors (Dec 4, 2024 14:15 EST)

Signature

12/04/2024

Date

Lymaris Albors

Printed Name

Executive Vice President

Position