



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Amendment B

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

#### AMENDMENT B TO THE AGREEMENT FOR INCREASE CAPACITY – PROGRAM MANAGEMENT SERVICES HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF)

BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND

ICF INCORPORATED, L.L.C.

Contract No. 2023-DR0062

Amendment No. 2023-DR0062B



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This **AMENDMENT B TO AGREEMENT FOR INCREASE CAPACITY – PROGRAM MANAGEMENT SERVICES HOMEOWNER REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM (R3), BLUE ROOF REPAIR PROGRAM (BRR), AND SINGLE-FAMILY HOUSING MITIGATION PROGRAM (SF)** (**Amendment or Amendment B**) is entered into in San Juan, Puerto Rico, this 6 of February, 2025, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, *et seq.*, known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Ciary Y. Pérez Peña, single, and resident of Las Piedras, Puerto Rico, in his capacity as Secretary; and **ICF INCORPORATED, L.L.C. (CONTRACTOR)**, with principal offices in Reston, Virginia, herein represented by Dorothy A. Shield, in her capacity as Senior Director-Contracts, of legal age, single, and resident of Fairfax, Virginia, United States, duly authorized by Resolution issued by the CONTRACTOR.

#### I. RECITALS AND GENERAL AWARD INFORMATION

**WHEREAS**, on December 14, 2022, the PRDOH and the CONTRACTOR entered into an Agreement for Increase Capacity – Program Management Services Home Repair, Reconstruction, or Relocation Program (**R3**), Blue Roof Repair Program (**BRR**), and Single-Family Housing Mitigation Program (**SF**) under CDBG-DR/MIT Programs, registered under Contract No. 2023-DR0062, for a maximum amount not to exceed **FIFTY-ONE MILLION ONE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND EIGHTY FOUR CENTS (\$51,169,859.84)**, ending on **December 14, 2025 (Agreement or Contract)**.

**WHEREAS**, the Agreement was amended on March 8, 2024 through **Amendment A**, registered as Contract No. 2023-DR0062A. **Amendment A** served the purpose of increasing the total amount by **FOUR HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND SIXTY-FOUR CENTS (\$422,470.64)** for a total of **FIFTY-ONE MILLION FIVE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED THIRTY DOLLARS AND FORTY-EIGHT CENTS (\$51,592,330.48)**. Moreover, updated versions of **Article IV. COMPENSATION AND PAYMENT**, **Article XVII. FORCE MAJEURE**, **Article XXII. SUBCONTRACTS**, and **Article XXX. CDBG-DR POLICIES AND PROCEDURES** were incorporated by reference into the Agreement. The Parties also agreed to add **Section LVI. LIMITATIONS PENDING ENVIROMENTAL CLEARANCE** to the Agreement. In addition, updated versions of **Attachment B (Scope of Work)**, **Attachment C (Compensation Schedule)**, **Attachment G (Contractor Certification)**, and **Attachment H (Non-Conflict of Interest Certification)** were hereto incorporated by reference into the Agreement.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the

Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

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

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

## II. SAVINGS CLAUSE

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

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## III. SCOPE OF AMENDMENT

As part of the Community Development Block Grant - Disaster Recovery (CDBG-DR) and Community Development Block Grant - Mitigation (CDBG-MIT), the Puerto Rico Department of Housing (PRDOH) executed a contract with **ICF Incorporated, L.L.C.** to Increase Capacity for Program Management Services to the Homeowner Repair, Reconstruction or Relocation (**R3**) Program, the Single-Family Housing Mitigation Program (**SFM**), the R3 Program (earthquake allocation) and other CDBG-DR and CDBG-MIT funded programs under the current Action Plans and subsequent action plans, as well as for the future allocation of funds.

In order to achieve the Program goals, the Parties acknowledge and agree that modifications are needed to amend certain sections of **Attachment B** (Scope of Work), and **Attachment C** (Compensation Schedule). Also, updated versions of **Article XLVIII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**, **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) of the Agreement are being incorporated via **AMENDMENT B**.

As stated before, all other provisions of the original Agreement, including the end date and total authorized budget, remain unaltered.

## IV. AMENDMENTS

A. **Article XLVIII. 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 delivered to the PRDOH Legal Division at [contractscdbqdr@vivienda.pr.gov](mailto:contractscdbqdr@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**

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH Legal Division at [contractscdbqdr@vivienda.pr.gov](mailto:contractscdbqdr@vivienda.pr.gov) **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; notify 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 [contractscdbqdr@vivienda.pr.gov](mailto:contractscdbqdr@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

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*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."*

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B. A revised **Attachment B** (Scope of Work) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement to modify the following (**Attachment I** of this Amendment B):

- i. "Add regulatory compliance officer and complaints, reconsiderations, and warranty coordinator capacity for R3 Program applications."
  - o R3 and BRR Complaints, Reconsiderations and Warranties Coordinator quantity (Qty.) modified to 2.
- ii. "Add scope of work management and initial project intent sub-task to be used for applications where the Damage Assessment was completed under a previous R3 Program Management contract."
  - o Rename task 03-A: Damage Assessments & Initial Project Intent Notification to 03-A/B: Damage Assessments & Initial Project Intent Notification. The following footnote was added: "Scope of Work for Task 03-B includes all activities described under Task 03-A with the exception of performing a damaged assessment. Task 03-B will be used when a damage assessment was previously completed under a different Program Management Services contract."

C. A revised **Attachment C** (Compensation Schedule) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement to modify the following (**Attachment II** of this Amendment B):

- i. "Add regulatory compliance officer and complaints, reconsiderations, and warranty coordinator capacity for R3 Program applications."
  - o The Estimated Qty. of Resources for the R3 Complaints, Reconsiderations and Warranties Coordinator included in table 1 is modified to 2, thereby modifying the Estimated Monthly Cost Per Position to \$38,488.00.
  - o As a result of the modifications discussed up to now, the following totals from table 1 are modified as indicated below:
    - 1. R3 Program Positions Monthly Sub-total: \$202,720.00.
    - 2. SF-MIT Program Positions Monthly Sub-total: \$183,476.00.
    - 3. 36 Months Sub-Total R3: \$6,836,064.00.
    - 4. Total: \$13,441,200.00.
  - o The following new footnote, for table 1, is added to the CS for item 36 Months Sub-Total R3: "Includes only the expected additional cost for the second complaints, reconsiderations and warranties coordinator for twelve (12) months."

- ii. "Update contract to allow better use of the program management and administration budget for the R3 Program and SF-MIT Program."
  - o Eliminate Non-program specific budget detailed in table 1; the assigned resources will be distributed between the R3 and SFM programs equally (i.e. 100 hours per position per program).
  - o The R3 and BRR Programs Positions Monthly Sub-Total note for table 1 is modified to read as follows: "R3 and BRR Programs Positions Monthly Sub-Total represents the maximum amount that the Program Manager is expected to invoice toward the R3 & BRR Program. An individual position may invoice for an amount greater than the established in the Estimated Monthly Cost Per Position column at any given month, but the total amount to be invoiced for the group of positions should not exceed the R3 & BRR Programs Positions Monthly Sub-Total. Program Manager may only exceed the monthly sub-total up to the amount of unspent Program Management and Administration funds from previous months for the program."
  - o The SF-MIT Program Positions Monthly Sub-Total note for table 1 is modified to read as follows: "SF-MIT Program Positions Monthly Sub-Total represents the maximum amount that the Program Manager is expected to invoice toward the SF-MIT Program. An individual position may invoice for an amount greater than that established in the Estimated Monthly Cost Per Position column at any given month, but the total amount to be invoiced for the group of positions should not exceed the SF-MIT Program Positions Monthly Sub-Total. Program Manager may only exceed the monthly sub-total up to the amount of unspent Program Management and Administration funds from previous months for the program."
- iii. "Add scope of work management and initial project intent sub-task to be used for applications where the Damage Assessment was completed under a previous R3 Program Management contract."
  - o Task 02 Complete Applications in table 2 is modified to change the Qty. of Applications to 1,368 resulting in a modified Totals Cost of \$2,299,512.24.
  - o Add a new task 03-A.1 Scope Management & Initial Project Intent Notification to table 2. The Qty. of Application is 1,666, and Units Per Application is 1. Unit Price and Cost per Application for this task is \$621.89. A new footnote was added to this last total: "It is assumed that the Damage Assessment & Initial Project Intent Notification and the Scope Management & Initial Project Intent Notification will share the total Applications for budgetary purposes. Nonetheless, Program Manager is allowed to invoice for either task until as long as the total cost of the task is not exceeded."
  - o Task 04 Environmental Review Records in table 2 is modified to change the Qty. of Applications to 1,261 resulting in a modified Total Cost of \$1,103,375.00.
  - o The Cost per Application for Task 05-B.2 Relocation Award Coordination (phase 2) is corrected to \$529.45, due to a typo. The Unit price is correct.
  - o Task 07 Applications Closeout in table 2 is modified to change the Qty. of Applications is modified to 2,266, and Unit Price and Cost per Application are modified to \$205.52. This results in a modified Total Cost of \$465,708.32.

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- o As such, the Total Base Cost for R3 & BRR Programs Applications Processing in table 2 is changed to \$15,560,716.10.

- iv. "Add pre-negotiated specialized environmental services labor rates."
  - o Add the following new staff rates:
    1. SOI Archeological Historian: \$160.00
    2. SOI Archeologist: \$200.00
    3. Archeologist Assistant: \$100.00
    4. Environmental Technician: \$100.00
  - o Consequently, the allowance amount for the R3 Program is modified to \$2,994,902.14 and for the SFM Program it is modified to \$2,673.850.00.

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D. A revised **Attachment F** (HUD General Provisions) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement in place of the original (**Attachment III** of this Amendment B).

E. A revised **Attachment G** (Contractor Certification) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement in place of the original (**Attachment IV** of this Amendment B).

F. A revised **Attachment H** (Non-Conflict of Interest Certification) of the Agreement is being replaced by an updated version hereto incorporated by reference into the Agreement in place of the original (**Attachment V** of this Amendment B).

#### V. HEADINGS

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

#### VI. FEDERAL FUNDING

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

#### VII. COMPLIANCE WITH LAW

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

#### VIII. SUBROGATION

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and

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

#### **IX. COMPTROLLER REGISTRY**

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

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#### **X. ENTIRE AGREEMENT**

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

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#### **XI. SEVERABILITY**

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

#### **XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment shall be null and void.

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

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

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

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

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

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

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In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct and that any misrepresentation, inaccuracy or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

**XV. SURVIVAL OF TERMS AND CONDITIONS**

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**ICF INCORPORATED, L.L.C.**

Ciary Perez Pena  
Ciary Perez Pena (Feb 6, 2025 17:25 AST)  
Ciary Y. Pérez Peña  
Secretary

Dorothy A. Shields  
Dorothy A. Shields (Jan 21, 2025 20:31 EST)  
Dorothy A. Shields  
Senior Director-Contracts





## ATTACHMENT B

### SCOPE OF WORK

#### ICF INCORPORATED, L.L.C.

##### Request for Proposals

##### Program Management Services

##### Community Development Block Grant – Disaster Recovery

##### Community Development Block Grant – Mitigation

##### Puerto Rico Department of Housing

##### CDBG-DR-RFP-2022-02

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

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

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

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

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

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

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

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

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

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

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

### **Operations Start-Up**

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

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

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

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

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

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

- **R3 and BRR Deputy Program Manager** **Qty. 1**  
The resource assigned to the R3 and BRR Deputy Program Manager position must have at least a bachelor's or associate degree from an accredited institution or

have at least three (3) years of experience in federally funded housing projects and at least five (5) years of experience in project management.

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

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

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

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

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

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

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

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

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

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

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

The resource assigned to the Regulatory Compliance Officer position must be fully knowledgeable of the goals and objectives of the Program(s) Action Plan, Policies, Standard Operating Procedures, and must be acquainted with applicable regulations and requirements which include but are not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (**Stafford Act**), Contract Work Hours and Safety Standards Act (**CWHSSA**), the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunities Policy and applicable Federal and Commonwealth laws and regulations, Section 3 requirements of the Housing and Urban Development Act of 1968, Minority and Women Owned Business Enterprise

Policy (**MWBE**), Conflict of Interest and Standards of Conduct Policy (**COI**), Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (**URA**), Americans with Disabilities Act of 1990, as amended (**ADA**), Section 504 of the Rehabilitation Act of 1973 (**Section 504**), and the Fair Housing Act (**FHA**), Anti-Fraud, Waste, Abuse or Mismanagement Policy (**AFWAM**), Personal Identifiable Information Policy (**PII**) and others. Shall have at least five (5) years of experience working in the regulatory compliance field.

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

▪ **R3 and BRR Complaints, Reconsiderations and Warranties Coordinator** Qty. 2

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

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

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

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

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

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▪ **Safety Officers** **Qty. 2**

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

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

▪ **Special Inspectors** **Qty. 2**

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

The resources assigned to the Special Inspector position shall be responsible for assessing special cases of work non-compliance and construction-related complaints or appeals. They will also assist in assessments requiring special engineering considerations for out of the ordinary conditions that may require specialized knowledge and attention to determine, the technical feasibility of repairs, reconstruction or relocations, recommendation of project intents, and grant awards, among others.



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

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

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

▪ **Operational Support**

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

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

■ **Program and Project Management**

- Support programs objectives and cultivate a formal structure to communicate and proactively share information with team members from application intake to project closeout.
- Share information and transfer the acquired knowledge among Program Manager key staff and additional resources to improve: the quality of services; deliverables; milestones; and the identification of trends, patterns, and potential risks. Also, to proactively avoid, mitigate, and provide feasible

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solutions to the PRDOH and Program(s). Coordination, synchronization, and time are of the essence.

- Enforce Program(s) control by measuring progress, validating cost-schedule-scope, and taking corrective actions as needed in order to achieve Program(s) goals, which includes goals set forth for CMs and any other Program(s) vendor(s) under contract with PRDOH.
- Be accountable for providing accurate forecasts of project milestones, completions, and cost estimates.
- Administer all terms and conditions, as well as compliance and non-compliance documentation, of contracts executed by PRDOH with CMs, and any other vendor contracted for Program(s) implementation. This includes but is not limited to the development and maintenance of proper documentation record-keeping strategies.
- Notify, communicate follow-up, and assure the resolution of any non-compliance issue at the Program, project, or contract levels for all vendors induced in the Program's implementation.
- Make determinations and place vendors participating in the Program on performance improvement plans (**PIP**) when performance is lacking. Provide follow up to vendors on the status of PIPs allowing the vendor to either improve and comply with the PIP terms and conditions or is found to no longer be viable for the Program(s) implementation.
- Develop and enforce PIPs for under-performing or non-compliance CMs and other PRDOH vendors for the Program(s).
- Manage daily Program(s) operations and ensure that such daily operations are performed in the most efficient manner. This includes tasks performed by other vendors under contract with PRDOH. Will be responsible for assessing, ensuring, and documenting compliance of the terms and conditions of other PRDOH vendor contracts.
- Oversee logistics management, ensuring that procedures are in place to align with the Program(s) goals and objectives.
- Provide project and case management for the assigned Program(s) applications.
- Perform periodic reviews of CM files to ensure compliance with the statutory and regulatory compliance of Section 3 Housing and Urban Development Act of 1968.
- Coordinate efforts of compliance over environmental, construction, financial, and HUD regulations.
- Adopt portfolio management processes and tools for organizing and managing programs, funds, and project files.

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- Establish Program(s) timelines, goals, metrics, and deliverables of services in accordance with project funding allocations and production goals specified by PRDOH.
- Manage Program(s) compliance requirements to include programmatic and financial reporting which may include but is not limited to: coordinating and preparing project and financial management reports with PRDOH designee for federal, state, and local government audits.
- Coordinate with any third-party entity (regulatory agencies or municipalities, among others) on any technical or regulatory task needed to maximize and facilitate the implementation of any individual application or general program(s) policies for the benefit of the applicants.
- Any other supporting functions or task necessary to implement an efficient and compliant program management, project management, contract management and case management process, deliverables, and due diligence.

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

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

▪ **Document Control and Management**

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

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▪ **Accounting and Reporting**

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

▪ **Applicant Relations & Outreach Support**

- Coordinate outreach efforts, including call-out and/or campaigns and letter campaigns as required by the PRDOH.
- Assist in the identification of vulnerable populations by developing and executing application intake strategies for specific geographies or applicant demographics.
- Refer to PRDOH any inquiries or complaints from elected offices such as mayors, representatives, senators, cabinet members, or high-profile organizations such as non-profit organizations, media and associated press members.
- Document all applicant outreach efforts and outcomes.
- Any other task necessary to ensure proper relations of the Program Manager with its assigned applicants.

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**Per Unit Tasks**

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

• **Applicant Relations & Communications**

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

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

• **Reconsiderations**

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

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applicants. Program-Based Reconsideration request shall be evaluated within 20 calendar days of receipt. The Program Manager shall coordinate any adjustments to applications due to determinations on requests for reconsideration.

- Attend meetings with PRDOH's Legal Division to discuss application data for PRDOH's evaluation of administrative review requests. Respond, as required, to any and all PRDOH requests for information or documentation for the evaluation of administrative reviews. Implement any PRDOH instructions around administrative review requests and their determinations.
- Any other task to promptly evaluate program-based reconsideration requests or to assist the PRDOH in the evaluation of administrative review requests.

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- **Document Control and Management**

- Ensure all project information and documentation is always readily available in the PRDOH Grant Management System of Record.
- Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, and correspondence, as well as any other document used for processing an application.
- Provide sufficient and appropriate document control and management processes to meet the financial and documentation requirements for Program(s) grants. At a minimum, the following records would be required:
  - Records providing full description of each activity;
  - Records verifying that activity meets national and grant objectives;
  - Records that demonstrate the eligibility of program activity;
  - Records required to document activity related to real property;
  - Records documenting compliance with Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Minority Business Enterprise, Women Business Enterprise, Section 3 of the Housing and Urban Development Act of 1968, fair housing and equal opportunity requirement, and other applicable Program(s) policies;
  - Financial records and reports required by the Program(s); and
  - Records supporting any specific requirements of the Housing Programs or the Program(s) allocations.
- Work in coordination with PRDOH to maintain records and communications for detection and prevention of fraud, waste, and abuse of federal funds.
- The PRDOH will not disburse funds for any work not documented in the PRDOH Grant Management System of Record.



- **Accounting of Funds**

- Log, review, and account for all benefits received by the applicant from non-CDBG funding streams such as FEMA, SBA, NFIP, charitable organizations, insurance, and any other federal, state, or local source that may be considered a duplication of benefits for the Program(s)' activities.
- Communicate (by written communication and verbal communication if needed) with and obtain information from insurance companies to assure the proper accounting of insurance funds considered a duplication of benefits for the Program(s) activities. The Program Manager must assure that insurance funds are properly considered in duplication of benefits analyses.
- Account and reconcile (a) all federal funds requested, drawn from HUD, and awarded to eligible applicants, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to address duplicative benefits, and (d) all other funds returned by applicants.
- Reviews requests for payment from vendors and Subrecipients, when applicable, for Program(s) awards. This will include review of all reimbursement of eligible costs as well as design feasibility and cost reasonableness.

- **Reasonable Accommodation Requests**

- Orient Applicants on PRDOH's Reasonable Accommodation Requests (**RAR**) policies and procedures, as well as the additional benefits that such policies and procedures may make available to the Applicant and its associated household.
- Receive, log, evaluate, request documentation for evaluation, and make determinations on RARs submitted by Program(s) applicants. If a RAR is recommended for denial or an agreement between the Program Manager and the applicant cannot be reached, the Program Manager shall refer the RAR to PRDOH for further evaluation and a final determination on it.
- Assure that all RARs approved for applications are incorporated into the applications' Scope of Work by the CM.
- Any other task necessary to assure that RARs are properly processed, evaluated, and incorporated into Scopes of Work, when applicable.

- **Optional Relocation Assistance**

- Should an applicant be required to temporarily vacate the property in order to allow program sponsored activities to take place, and the applicant is unable to secure temporary housing, they may qualify for rental, moving, or

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storage assistance to facilitate their temporary relocation until such activities are complete.

- In limited circumstances, applicants who choose to relocate to a replacement property through a relocation award may also be eligible for Optional Relocation Assistance (**ORA**), as per Program(s) policy.
- Under these circumstances, the Program Manager is required to estimate the eligible, ineligible expenses, relocation duration and return home, short-term housing interruption, and others.
- In addition, the household must provide proof of occupancy, or intent to occupy, a decent, safe, and sanitary dwelling adequately sized to accommodate all occupants.
- The Program Manager shall evaluate the applicant's submission of documentation to support costs and receive reimbursement which includes but is not limited to:
  - The evaluation of quotes from professional moving companies and establish the reasonable cost, when needed.
  - The evaluation of self-moving expenses in those cases which an applicant opts to self-move.
  - The evaluation of lease agreements, security deposits payment and refund, monthly payments.
  - Administration and case management of applicant payments by the corresponding CM entity.
  - The evaluation of support expense documentation of other expenses, time durations and any other activities to allow Program(s) sponsored activities and homeowner moveout and return to the dwelling as approved by the Program Managers Task Order evaluation.
- The Program Manager administration and management of CMs program sponsored activities and request of time extensions must take into consideration the amount of time and impact to secure temporary housing.
- In those cases which a Program Manager approves a construction work time extension, the ORA beneficiary shall be informed and ensure the applicants lease agreement is consistent as such.
- In those cases which an applicant received optional relocation assistance, the Program Manager must ensure these payments are received in a timely and orderly manner. Applicant service and time is of the essence.
- The Program Manager must ensure that funds are not allocated for ineligible activities as delineated in the Program(s) policy.

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- Any other task necessary to assure that ORAs are properly processed, evaluated, and incorporated into Scopes of Work, when applicable.

- **Warranties**

- Assign tasks and managing the applicants warranty claims.
- Ensure the warranty binder as specified in the CMs contract are provided to the applicant and recorded in the PRDOH Grant Management System of Record.
- Following up and pursuing open warranty claims until resolved.
- Communicate with the CMs when warranty claims, trends and patterns are identified.
- The Program Managers call center shall be fully knowledgeable and equipped to receive, assist applicants, follow up with the corresponding CM Lead Warranty Manager and/or corresponding team or department until resolved.
- Any other task necessary to ensure warranty claims are properly processed.

- **Construction Control, Monitoring, and Statutory Compliance**

- Manage, coordinate, administer, and supervise Program(s) sponsored activities to include, but not limited to, cost analyses, inspections, construction progress, adherence to construction documents, quality of work, review of contractor invoices, and payment approvals, close out of applications, issues resolution, and others.
- Evaluate and approve or deny scope changes in accordance with Program(s) policies, cost reasonableness parameters, and valid requests of time extensions when necessary. Scope Changes shall be evaluated and approved or denied by the Program Manager within a three (3) calendar day period of the Scope Change being submitted by the CM.
- Identify trends and patterns that may result in unnecessary administrative burden to the Program(s) and provide feasible corrective actions.
- Coordinate site visits and perform on-site monitoring interviews.
- Hold CMs and suppliers/installers accountable for applicant warranty issues and ensure the resolution of warranty claims.
- Ensure that applications comply with the applicable Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plans. If at any phase of the process tenants qualify, a due diligence must be performed to relocate the tenant, and record of measures taken must be logged into the PRDOH Grant Management System of Record.
- Assure that all work is completed by CMs and other vendors in compliance with laws, regulations, policies, procedures, drawings, specifications, material,

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and equipment submittals, environmental requirements, and any other federal, state, or local requirements.

- Provide survey, engineering, and construction oversight for flood zone determinations, elevation surveys, inspections for scope compliance, and HUD quality standards. All applicants must be able to obtain flood insurance in accordance with federal regulations.
- Perform periodic inspections of CMs' program sponsored activities and provide inspection reports, evaluations of invoices, etc.
- Ensure compliance with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (when applicable), Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards, Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the execution of the assigned Program(s). Take special notes of minimum wage increases planned for Puerto Rico's construction workforce. Program Manager will be required to ensure compliance with minimum wages.
- Evaluate feasibility of overall proposed design solutions and cost reasonableness.
- Administer and evaluate project schedules and progress.
- Manage, coordinate, administer, and supervise CM documentation processes for activities related to Optional Relocation Assistance (**ORA**) as necessary, FEMA requirements, and procedures established by the PRDOH.
- Prepare and submit documentation requested by PRDOH complaints, and/or Legal Department staff and complies with any requests from corresponding PRDOH teams for the sole purpose of case analysis and resolution.
- Documents all applicant interactions and communications within the PRDOH Grant Management System of Record.

The cost of the task support activities is to be considered by the Program Manager in the unit costs of **Tasks 01 through Task 07**.

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

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

- Coordinate and acquire from PRDOH, or its authorized representative, the list of available contact or property information of potential applicants for initial outreach efforts.

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

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

## **Per Unit Task**

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

### **▪ Intake Review**

- Perform initial application screening and processing which shall include a document completeness review and income threshold eligibility review.
- Collect required documentation for income verification, proof of ownership, proof of primary residence, pre-disaster housing conditions and values, status of applicant's property taxes, mortgage, insurance, etc.
- Evaluate documentation in preparation for a PRDOH's Program(s) eligibility evaluation, which is based on Program(s) policy and federal requirements.
- Identify/verify applicant required documentation to validate Program(s) prioritization, as applicable.
- Request any additional information that may be required from the applicants to complete the eligibility process.
- Follow due-diligence processes established by Program(s) policy to ensure that information submitted by applicants is correctly recorded and when

necessary, contact the applicant to provide them the opportunity to supply missing, incorrect, inconsistent or insufficient information.

- Communicate with applicants regarding their application's status and their related subsequent processes.
- Document all communications with applicants within the PRDOH Grant Management System of Record.
- Any other task necessary to complete the intake process of applicants.

▪ **Eligibility Review**

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

▪ **Duplication of Benefits Review**

- Interview applicants and collect all relevant information required to make a Duplication of Benefits (**DOB**) determination as per Robert T. Stafford Disaster Relief and Emergency Assistance Act, (**Stafford Act**), as amended.
- Evaluate benefits received from any federal, state, local or other sources and make determinations on duplicative assistance.

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- Review receipts provided for previous work and other applicable documentation; and make determinations on amount of funding that may be considered non-duplicative.
- Communicate with third-parties (insurance companies, FEMA, SBA, NFIP, charitable organizations, etc.) to obtain documentation in support of the Duplication of Benefits Review.
- Any other task necessary to complete the DOB Review.

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

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#### **Task 03-A/B<sup>1</sup>: Damage Assessments & Initial Project Intent Notification** **Per Unit Task**

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

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

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<sup>1</sup> Scope of Work for Task 03-B includes all activities described under Task 03-A with the exception of performing a damaged assessment. Task 03-B will be used when a damage assessment was previously completed under a different Program Management Services contract.

This task shall include the following:

▪ **Preparation**

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

▪ **Damage Assessment**

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

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- Decks, porches, and balconies;
  - Exterior railings and stairs;
  - Roof weatherproofing and covering including: asphalt shingles, wood shingles or shakes, metal roofing, cement shingles, built-up roofing, single-ply membranes, and roll roofing, among others;
  - Skylights;
  - Gutters and downspouts, as well as drainage issues;
  - Parapets and gables;
  - Lighting protection;
  - Electrical service entry including: overhead wires, electric meter, service entry conductor;
  - Water service entry including: curb valve, house service main, master shut-off valve, and water meter; and
  - Evidence of mold, fungi and/or insect infestations, amongst others;
  - Septic tanks.
- Assess the home's interior elements and determine their conditions and damages. Home interior elements may include (but is not limited to):
- Basement and crawl spaces;
  - Evidence of mold, fungi and/or insect infestations, amongst others;
  - Thermal insulation;
  - Structural, electrical, plumbing, and HVAC systems;
  - Walls and ceilings;
  - Floors;
  - Columns;
  - Interior doors;
  - Windows;
  - Closets;
  - Trim and finishes;
  - Convenience outlets and lighting;
  - HVAC sources;
  - Skylights;
  - Plumbing;
  - Tub and shower enclosures;
  - Ceramic tile;
  - Counters and cabinets;
  - Electrical service;
  - Storage spaces;
  - Stairs and hallways;
  - Smoke detectors;

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

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- Include photographic evidence of the damages identified during the damage assessment. Pictures must be of reasonable resolution to adequately discern the subject matter.
  - Include any conditions identified (engineering or otherwise) during the assessment that may not allow repair works to be performed at the home and, as such, may trigger reconstruction or relocation.
  - Ensure that the Damage Assessment Report and other documents are certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico.
  - Include any other pertinent information to the Damage Assessment Report.
- For damage assessment reports Program Managers are required to acquire, be proficient, and make use of Xactimate software for the damage assessment reports. Xactimate will be used throughout the Program(s) for consistency in line-item pricing as well as damage assessment report format. Cost associated with Xactimate product licenses are the responsibility of the Program Manager.
  - Program Manager must work with PRDOH to provide reports and line-item data directly to the PRDOH Grant Management System of Record.
  - Upload the report to the PRDOH Grant Management System of Record. for review and approval acceptance of the PRDOH. Reports and data are to be uploaded in the format established by PRDOH.

▪ **Environmental Desktop Review**

- The environmental desktop review shall be conducted by the Program Manager Environmental Specialist to identify limiting factors and /or risk(s). Based upon the GPS coordinates gathered in the Damage Assessment the Program Manager shall identify environmental considerations that may affect the application initial project intent determination that shall include but is not limited to:
  - Floodplain zone determination (FIRM, PFIRM, ABFE Panels);
  - Wetland determination;
  - Coastal Zone determination;
  - Toxic chemicals, gases, hazardous materials, contamination and radioactive zone determination;
  - Slope, erosion and landslide risk determination;
  - Year structure was built;

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

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

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

- Any other task necessary to assure a complete pre-award duplication of benefits analysis for the application.

▪ **Initial Repair/Retrofit or Reconstruction Scope of Work Development**

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

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

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▪ **Pre-Award Scope of Work Notification and Applicant Acceptance**

- Notify the preliminary Scope of Work determination to the applicant by sending them a Pre-Award Notice and Preliminary Scope of Work Acceptance Form. The notification shall include, as an attachment, the initial Scope of Work prepared by the CM and approved by the Program Manager.
- Orient the applicant on the Scope of Work proposed by the Program(s) and reasons for the Scope of Work determination. Also orient on any duplication of benefits and funds subrogation needed for the Program(s) to execute an award. Inform the applicant that for the Program(s) to proceed with further development and implementation of the Scope of Work their acceptance is needed.
- Follow-up with the applicant and obtain their determination on the Scope of Work proposed by the Program.
- Any other task necessary to properly notify the applicant of the Scope of Work and obtain their acceptance of it for the Program(s) to proceed.

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

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

**Per Unit Task**

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

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

The PRA shall include the following:

▪ **Preparation**

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

▪ **Property Risk Assessment (PRA)**

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

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

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

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- Capture the information and data if multiple applicants reside within a property such as in attached housing units, which shall be clustered, evaluated, processed, and recorded in the PRDOH Grant Management System of Record.
- Complete any other surveys requested by the PRDOH while on-site with the applicant.
- Environmental Tier II Evaluation Complete the Review Tier II Environmental Questionnaire – Execute Tier II Questionnaire while on-site with the applicant.
- Any other task necessary to complete the PRA.

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▪ **Environmental Desktop Review**

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

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

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

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

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

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

#### **Task 04: Environmental Review Records (Tier II)**

#### **Per Unit Task**

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

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Environmental Review Record, Tier II Site-Specific Report. The personnel assigned to perform the Environmental Surveys and Environmental Review must have a bachelor's degree or higher education in Engineering, Environmental Management, Science, or similar field and must have at least three (3) years of experience as Environmental Consultant or similar relevant experience. This task shall include the following:

▪ **Preparation**

- The Program Manager shall assign the application an Environmental Specialist.
- Any other task necessary to perform the environmental review record (Tier II).

▪ **Environmental Surveys and Assessments**

The services required under this task include but are not limited to the completion of environmental site assessments.

- Perform a record review which will contribute to an environmental documentation library to identify broader and recognized environmental conditions in connection with the property.
- The Program Manager(s) is responsible to notify the PRDOH of any other requirement, studies, reviews and/or assessment related to this task.

▪ **Environmental Review Record**

The services required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners (including Grant Manager, Program Managers, and CMs). For each project, the Program Manager(s) will conduct environmental reviews (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental review requirements. For each project, the Program Manager(s) will create an Environmental Review Record (**ERR**) meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58. This will include structure verification of dates of construction with aerial imagery, and the preparation of forms, as needed, by staff meeting the Secretary of Interior's (**SOI**) Professional Qualifications Standards for Architecture or Architectural History for submission to the State Historic Preservation Office (**SHPO**) regarding structures 45 years in age or greater that are recommended

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as not eligible for listing in the National Register of Historic Places.

The Program Manager(s) will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, etc.). The Program Manager(s) will be responsible for coordinating with the project sponsor (PRDOH) and the oversight/regulatory agencies to assure permits and/or compliance documentation is obtained for each ERR.

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The primary service under this task will be the generation of ERR (Tier II) for the Program. The template for the ERR (Tier II) will be generated from the PRDOH Grant Management System of Record. The Program Manager(s) will be expected to use that template (generated from the Tier I document) for their Tier II reports.

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This task requires the Program Manager(s) to have the capability to evaluate potential environmental impacts of proposed activities identified in 24 CFR 58.5 and 24 CFR 58.6, and the NEPA requirements at 40 CFR 1500.

The following activities are included in this task, as may be required by PRDOH on a project by-project basis:

- Maintain contact list of governmental and non-governmental stakeholders.
- Mail, email and otherwise distribute legal notices to interested stakeholders.
- Arrange for publication of legal notices in newspapers to reach members of the public likely to have an interest in the proposed project.
- Assist PRDOH in summarizing comments and preparing responses to comments as necessary.
- Create and coordinate summary reports to update PRDOH on each project's status and compliance on environmental review requirements.
- Perform any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and regulations Puerto Rico Department of Environmental and Natural Resources (DRNA for its Spanish Acronym)] and any other environmental requirements.

The ERR (Tier II) must be submitted by the Environmental Specialist; and approved by the Program Manager's internal QA/QC in the PRDOH Grant Management System of record within forty-five (45) calendar days from the time a Task order is issued once the applicant accepts the scope of work. This period includes the time for any consultation with all applicable regulatory agency, including but not limited to SHPO consultation.

<b>Task 05-A: Repair/Retrofit or Reconstruction Award Coordination</b>	<b>Per Unit Task</b>
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Upon the Applicant's acceptance of a repair/retrofit, reconstruction, or elevated reconstruction scope of work, the Program Manager shall proceed with the design, permitting, environmental review, and DOB funds subrogation, if applicable, processes. This task shall include the following:

Upon a determination of initial project intent of repair/retrofit or reconstruction, the Program Manager shall proceed with the initial, preliminary scoping of application with the support of the Program(s) CMs. Once a preliminary Scope of Work is complete, the Program Manager shall notify the applicant of the Scope of Work determination for them to accept the Scope of Work prior to proceeding with design, permitting, and environmental review. When design, permitting, environmental review, and DOB funds subrogation, if applicable, are complete, the Program Manager shall proceed with the repair/retrofit or reconstruction award execution with the applicant. This task shall include the following:

▪ **Pre-Construction Management and Coordination**

- Upon the applicant's acceptance of a repair/retrofit or reconstruction Scope of Work; the Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
  - Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
  - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
  - Coordinating any stylistic options made available to the applicant such as choice of facades, paint, floor, and cabinet colors; floor tiles, etc.
  - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
    - Are consistent with the Scope of Work offered to the applicant and the contract terms and conditions of the CM contracts.
    - Considered any requirements or special conditions imposed by the regulatory agencies (such as PRPB, OGPe, PREPA, PRASA, JRT, etc.).
    - Considered household needs such as unit size requirements and any Reasonable Accommodation Requests approved by the Program(s) for the applicant's household.

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- Considered determinations of damage and risk mitigation from the Program(s) Damage and Risk Assessments.
  - Considered all environmental data available to date, including determinations of floodplain, elevation, landslide risk, and historic property, as well as any environmental mitigation requirements of the application's environmental review.
  - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
  - Considered any feasible scope reductions to address any DOB of the application.
  - Represent a feasible and reasonable project under the specific circumstances of the application and the project site.
  - Any other pertinent consideration related to the specific circumstances of the application.
- Ensuring that the CM obtains all permits and endorsements necessary for the project. This includes lead-based paint abatement, asbestos abatement, demolition, and construction permits; as well as any other permits required per applicable laws, regulations, policies, and procedures. Program Manager shall monitor and ensure that CMs submit and obtain all required permits for the project in a timely manner.
  - Reviewing any Scope Change submitted by the CM to be consistent with the Scope of Work, construction drawings, specifications, Program approved submittals, abatement requirement, and other environmental mitigation requirements for the application. The Program Manager shall ensure that revised Scopes of Work submitted through Scope Changes:
    - Are of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
    - Are properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
    - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
    - Considered household needs such as unit size requirements and any Reasonable Accommodation Requests approved by the Program(s) for the applicant's household.
    - Considered determinations of damage and risk mitigation from the Program(s) Damage and Risk Assessments.

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- Considered all environmental data available to date, including determinations of floodplain, elevation, landslide risk, and historic property, as well as any environmental mitigation requirements of the application's environmental review.
- Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
- Considered constraints of substantial improvement federal requirements for properties within a floodplain.
- Considered feasible scope reductions to address any DOB of the application.
- Is one that is feasible under the specific circumstances of the application.
- Any other pertinent consideration related to the specific circumstances of the application.
- Ensure the applicant moveout is coordinated with the Construction Managers permitting process and an NTP being issued to minimize applicant disruption.
- In those applications that an elevation is granted and completed, the Program Manager shall request and provide the Letter of Map Amendment (**LOMA**).
- Any other task necessary to successfully complete pre-construction activities for the application.

▪ **Duplication of Benefits Subrogation**

- Upon the applicant's acceptance of a repair/retrofit or reconstruction Scope of Work, and if there is a need for Duplication of Benefits subrogation, the Program manager shall follow-up with the applicant to assure that any applicant funds required for the award are submitted to PRDOH prior to executing an award. In cases where the applicant is unable to provide the funds the Program Manager shall declare the applicant ineligible.
- Any other task necessary to ensure the successful subrogation of applicant duplication of benefits funds.

▪ **Repair/Retrofit or Reconstruction Award Execution**

- Upon finalizing project drawings and specifications, the site-specific environmental review, obtaining all necessary permits, and having a final cost of the Scope of Work; the Program Manager shall coordinate the execution of a grant agreement with the applicant. For this, the Program Manager shall:

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- Notify the applicant of the pre-construction process completion and the Program(s) intention to proceed with execution of a repair/retrofit or reconstruction grant agreement. The notification shall include, as an attachment, a copy of the Scope of Work and any other pertinent documents for the applicant to review and understand the scope to be implemented at the applicant's property.
- Schedule and conduct a grant agreement execution meeting with the applicant. During the grant agreement execution meeting the Program Manager shall inform the applicant on the terms and conditions of the award, as well as on the work to be performed at the property.
- Internally evaluate the correctness, completeness, and accuracy of the grant agreement before this is submitted to the PRDOH. This includes but is not limited to the correct names, civil status, social security number, address, grant amount(s), initials, signatures, dates, stamps, and others to avoid an unnecessary applicant disruption, administrative burden and legal exposure to the Program and PRDOH.
- Submit the grant agreement executed by the applicant to the PRDOH for their approval and execution.
- Any other task necessary to ensure the applicant's moveout of the property for the Program(s) construction activities to begin.

▪ **Homeowner Moveout Coordination**

- For those Scopes of Work where the applicant is required to move out of the property, the Program Manager shall coordinate, and manage the applicant's move out prior to construction works beginning. For this, the Program Manager shall:
  - Coordinate and schedule move out date with the applicant at the time of the grant agreement execution meeting. The Program Manager shall provide a reasonable amount of time for the applicant to move out of the property.
  - Coordinate with the applicant, the CM, and PRDOH any Optional Relocation Assistance that may be needed to assist the applicant in moving out of the property successfully. When Optional Relocation Assistance is needed, the Program Manager shall calculate the amount of assistance to be provided and coordinate a Scope Change for the assistance with the CM.
- Follow-up with the applicant on the schedule move out date and provide reasonable time extension for the move out date when reasonable.
- Confirm the applicant's and the household's move out of the property.

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- Any other task necessary to ensure the successful moveout of the applicant for Program(s) construction activities to begin.

▪ **Uniform Relocation Assistance for Tenants**

- URA relocation services to permanent current occupants, permanent vacated tenants, and temporary relocation of tenants to be performed by the Program Manager, will include but are not limited to the following categories: 1) Intake and Information Gathering; 2) Eligibility Calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.;
- For properties that have tenant-occupied residential units, in addition to the applicant's residential unit, and where tenants moveout is also required for implementation of the Scope of Work; the Program Manager shall:
  - Evaluate the eligibility of any and all tenant households occupying residential units in the applicant's property.
  - Issue pertinent URA notice to the applicant and tenants in compliance with PRDOH's policies and procedures.
  - Present tenant households with viable comparable units for temporary or permanent relocation assistance.
  - Evaluate suitability of relocation residential units selected by tenant households for their temporary or permanent relocation.
  - Control, coordinate, manage, and confirm tenant households move out to a temporary or permanent relocation property.
  - Any other task necessary to assure compliance with the provisions of the URA.

▪ **Notice to Proceed with Construction Works**

- Upon completion of design, permitting, environmental, award, and homeowner moveout, if required, and tenants moveout, if required, the Program Manager shall issue the Notice to Proceed (**NTP**) with construction to the assigned CM. The NTP shall represent the end of the Repair/Retrofit or Reconstruction Award Coordination Task. The Program Manager shall ensure that the project is ready for construction prior to issuing the NTP to the CM. Any issues affecting the Program(s) ability to issue the NTP to the CM shall be promptly resolved by the Program Manager with the assistance of the CM, when needed. For this task, the Program Manager shall:
  - Review subcontractor assignments by the CM for the application. The Program Manager shall ensure that all subcontractors assigned are approved by the Program(s) and not under any suspension or denial of participation for the Program(s).

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- Ensure that Scope of Work, costs, design drawings and specifications, permits, and environmental review are in sync and sufficient to properly describe and establish the construction activities to be implemented.
- Ensure when required, that the applicant and any tenants have moved out of the property for construction activities to take place.
- Review and resolve any other conditions necessary for the NTP to be issued to the CM.

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#### **Task 05-B: Relocation Award Coordination**

#### **Per Unit Task**

Upon a determination of a relocation project intent and the Program Managers will support the PRDOH and applicants for the corresponding services that should result in a replacement property real estate closing. This task shall include the following:

- **Preliminary Relocation Voucher Calculation & Voucher Meeting**
  - The Program Manager shall calculate the preliminary amount of assistance that the applicant qualifies for by taking into consideration the household size and procedures established in Program Guidelines. With the preliminary relocation assistance calculated the Program Manager shall proceed with the drafting of the Preliminary Relocation Voucher for the Application.
  - The Program Manager shall contact the applicant to schedule a relocation voucher meeting. The applicant shall be offered more than one (1) alternative to conduct such meeting (e.g. in main office, additional intake centers, outbound, telephone and/or virtual meeting).
  - During the relocation voucher meeting the Program Manager shall present the Preliminary Relocation Voucher to the applicant and orient him/her on the terms and conditions of the Program(s)' relocation award. This includes, but is not limited to, timeframe for the identification of a relocation property, requirements for relocation properties, voluntary acquisition of the applicant's property, and other terms and conditions of a relocation award. The Program Manager shall inform and ensure that the applicant understands that the Preliminary Relocation Voucher is a preliminary award amount subject to changes due to applicant's property value, mortgage balance, title issues, and duplication of benefits.
  - The Program Manager must ensure the applicant provides all the necessary information and documentation related to the existing property.
  - Any other tasks necessary to prepare the Preliminary Relocation Voucher and complete the relocation voucher meeting.

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▪ **Voluntary Acquisition Offer and Final Relocation Voucher**

- Upon the applicant's acceptance of a relocation award's terms and conditions through the acceptance of the Preliminary Relocation Voucher, the Program Manager shall proceed with an assessment, focused on a relocation award, of the applicant's property and duplication of benefits. This assessment will include:
  - An appraisal of home market value of the applicant's property if an appraisal has not yet been performed for the property by the Program(s).
  - An assessment and due diligence process to obtain documentation from the applicant on any outstanding mortgage balance on the property.
  - A title investigation to identify to confirm ownership and identify any issues that might prevent the voluntary acquisition of the applicant's property by PRDOH.
  - A duplication of benefits review focused on relocation assistance instead of repair/retrofit or reconstruction assistance.
- When the applicant's property relocation assessment is completed the Program Manager shall perform final calculations on relocation award assistance and thereafter compose the Voluntary Acquisition Offer and the Final Relocation Voucher for the Application.
- The Voluntary Acquisition Offer and Final Relocation Voucher shall be submitted/presented to the applicant by the Program Manager. The Program Manager shall follow up with the applicant in order to obtain approval on the Voluntary Acquisition Offer and the Final Relocation Voucher as a condition to continue to receive relocation assistance under the Program(s).
- Any other task necessary to complete the Voluntary Acquisition Offer and Final Relocation Voucher processes.

▪ **Relocation Property Search and Housing Counseling**

- Relocation Property search and identification will be conducted by the applicant. The Program Manager shall make staff available to applicants to address questions or concerns about the relocation property search process. The Program Manager shall continuously communicate with the Applicant to obtain status of the relocation property search process.
- The Program Manager shall refer the applicant to a Housing Counseling Agency as directed by the PRDOH. Housing Counseling Agencies will provide further support to applicants in their search for a relocation property.
- Upon the applicant's submission of a relocation property for the Program(s)' consideration, the Program Manger shall log and document the Applicant's

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choice in the Grant Management System and perform an initial threshold review of the property. This initial review shall include:

- Unit size requirements to properly accommodate the applicant's household;
  - The relocation property's purchase price vs. the amount of relocation assistance awarded to the applicant;
  - Any easily identifiable hazards such as flood zones, landslide risk, etc.
  - If there are tenants currently occupying the property; and
  - Any other factors pertinent the relocation properties that can be evaluated without a physical site visit.
- The Program Manager shall inform the applicant of the initial determination around relocation property submissions.
  - The Program Manager shall orient, receive, and evaluate applicants' time extension requests for the relocation property search period.
  - Any other task necessary to successfully complete the relocation property search process.

▪ **Relocation Property Contingent Offer Process**

- Upon determination that a relocation property meets Program(s)'s criteria, the Program Manager shall proceed to draft a contingent offer to be presented to the relocation property's seller on the Program(s)' behalf. The contingent offer is a document whereby a relocation property seller is informed of the Program(s) intention to evaluate the property and, subject on the results of the evaluation, purchase the property for the applicant.
- The contingent offer shall be submitted to the relocation property seller or their authorized representative for consideration. The Program Manager shall orient the relocation property seller on the terms and conditions of the relocation property assessment to be performed by the Program. The Program Manager shall follow up with relocation property sellers and their authorized representatives to obtain a determination on the contingent offer. Once the contingent offer is accepted by the relocation property seller, this must be uploaded into the PRDOH Grant Management System of Record.
- If necessary, the Program Manager will schedule and perform a contingent offer meeting with the replacement property seller and shall provide all the necessary information related to the real estate transaction and Program(s) requirements.
- Any other tasks necessary to perform and complete the relocation property seller's contingent offer process.

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▪ **Relocation Property Assessment**

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

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▪ **Relocation Property Closing Event**

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

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- The draft deed for the acquisition of the relocation property;
- The draft grant agreement for the application;
- The draft relocation property acquisition funds request document;
- Property Deed and Proof of Ownership; and
- Any other document necessary for the transaction to take place.
- Once all required documentation is approved and requested funds are available, the Program Manager will schedule the real estate closing event with the different parts and stakeholders to provide ownership over the relocation property to the applicant.
- If the real estate closing event is dual, the applicant's property will be acquired by PRDOH simultaneously. If the real estate closing events have been separated, the applicant's property will be acquired by PRDOH at a later time. The Program Manager must follow up with the applicant from time to time to assure all actions necessary to make the property acquirable by PRDOH are completed.
- Any other task necessary to complete the Relocation Property Closing process.
- **Relocation Property Move-In**
  - Upon successful acquisition of the relocation property, the Program Manager shall immediately coordinate and follow up with the applicant for the prompt move-in to the relocation property.
  - The Program Manager shall confirm the applicant's successful move into the relocation property and shall obtain from them any and all means of access to the property (e.g. keys). Upon the applicant's move into the relocation property the means of access to the property shall be promptly submitted to the custody of PRDOH.
  - Any other task necessary for the applicant to successfully move into the relocation property.
- **Applicant Property Closing Event**
  - Upon a determination to proceed with the acquisition of the applicant's property under a relocation award, the Program Manager shall proceed with coordination for the applicant property acquisition by PRDOH.
  - The Program Manager shall request to the applicant all documents deemed necessary by PRDOH for the property acquisition to take place. The Program Manager shall ensure that all documents submitted by the applicant are current and not expired, even at the time of the acquisition. The Program Manager shall conduct title investigations as necessary whenever such documents reach their expiration date prior to closing.

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- If applicable, the Program Manager must request to the applicant a Mortgage Balance Payoff Certification, provided by the financial institution who owns the mortgage. The Certification must have a valid lifetime of at least 30 days.
- The Program Manager shall draft the property's deed for the transaction. On a case-by-case basis, different deeds may be needed. Once drafted, all deeds must be sent to PRDOH for review and approval.
- The Program Manager may also be required to draft additional legal documents on a case-by-case basis when needed for closing to take place.
- After acquiring all necessary documents from the applicant, and after drafting any other documents necessary for the Program to acquire the property, the Program Manager must submit documents to PRDOH for review and approval. Documents to be submitted include:

- All necessary documents from the applicant (proof of ownership, CRIM Certifications, ASUME Certifications, Treasury Certifications, Title Investigations, Payment Request Form, Non-Resident Information Form, etc.);
- The draft deed for the acquisition of the property;
- The draft property acquisition funds request document;
- Property Deed and Proof of Ownership; and
- Any other document necessary for the transaction to take place.

- Once all required documentation is approved and requested funds are available, the Program Manager will schedule the real estate closing event with the different parts and stakeholders for PRDOH to acquire the applicant's property.
- Any other task necessary to complete the Relocation Property Closing process.

▪ **Demolition Scope of Work Development**

- Assign a Program(s) CM to the application.
- Coordinate with the CM, and the Program Manager's own staff, a site walk of the applicant's property for initial demolition scope development purposes.
- Organize, coordinate, and manage the Initial Scope of Work development by the CM. Assure that the CM prepares the Initial Scope of Work in a timely manner. Program Manager should aim for initial scopes of work to be submitted by the CM within ten (10) calendar days of the scoping site walk date.
- Review the initial Scope of Work submitted by the CM. The Program Manager shall assure that the initial scope:

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

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▪ **Pre-Construction Management and Coordination**

- The Program Manager shall organize, coordinate, control, and manage the design and permitting process to be performed by the Program(s)' CMs. This shall include:
  - Issuing a Task Order for pre-construction works (i.e. design, permitting, and engineering studies) to the CM.
  - Monitoring and controlling the design process of the CM. Ensure that design drawings and specifications are completed by the CM within reasonable timeframes.
  - Performing a QA/QC review of the design drawings and specifications prepared by the CM. The Program Manager shall assure that the design drawings and specifications:
    - Are consistent with the demolition of the applicant's property and the contract terms and conditions of the CM contracts.
    - Considered any requirements or special conditions imposed by the regulatory agencies (such as DRNA, PRPB, OGPe, PREPA, PRASA, JRT, etc.).
    - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
    - Any other pertinent consideration related to the specific circumstances of the application.
  - Ensuring that the CM obtains all permits and endorsements necessary for the project. This includes lead-based paint abatement, asbestos abatement, and demolition permits; as well as any other permits required per applicable laws, regulations, policies, and procedures. Program

Manager shall monitor and ensure that CMs submit and obtain all required permits for the project in a timely manner.

- Reviewing any Scope Change submitted by the CM to be consistent with the Scope of Work, construction drawings, specifications, Program approved submittals, abatement requirement, and other environmental mitigation requirements for the application. The Program Manager shall ensure that revised Scopes of Work submitted through Scope Changes:
  - Are of reasonable cost. For this the Program Manager shall analyze the suitability of line items, quantities, and price list used by the CM for the Scope of Work.
  - Are properly noted for third parties to be able to review and understand the reasons for scope items and their quantities.
  - Has all costs properly categorized amongst of the Program(s) cost categories (e.g. Soft Costs, Hard Costs, Cap Exceptions, etc.).
  - Considered any lead-based paint and asbestos abatement work necessary and identified through lead-based paint and asbestos inspections and surveys performed by the CM.
  - Any other pertinent consideration related to the specific circumstances of the application.
- Any other task necessary to successfully complete pre-construction activities for the demolition of the Applicant's property.

▪ **Uniform Relocation Assistance for Tenants**

- URA relocation services to permanent current occupants, permanent vacated tenants, and temporary relocation of tenants to be performed by the Program Manager, will include but are not limited to the following categories: 1) Intake and Information Gathering; 2) Eligibility Calculation; 3) Relocation Advisory and Technical Assistance; 4) Assist in drafting/reviewing procedures, forms, etc.;
- For properties that have tenant-occupied residential units, in addition to the applicant's residential unit; the Program Manager shall:
  - Evaluate the eligibility of any and all tenant households occupying residential units in the applicant's property.
  - Issue pertinent URA notice to the applicant and tenants in compliance with PRDOH's policies and procedures.
  - Present tenant households with viable comparable units for temporary or permanent relocation assistance.
  - Evaluate suitability of relocation residential units selected by tenant households for their temporary or permanent relocation.

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- Control, coordinate, manage, and confirm tenant households move out to a temporary or permanent relocation property.
- Any other task necessary to assure compliance with the provisions of the URA.

▪ **Notice to Proceed with Demolition Works**

- Upon completion of design, permitting, environmental, and tenants moveout, if required, the Program Manager shall issue the NTP with demolition to the assigned CM. The NTP shall represent the end of the Relocation Award Coordination Task. The Program Manager shall ensure that the project is ready for construction prior to issuing the NTP to the CM. Any issues affecting the Program(s) ability to issue the NTP to the CM shall be promptly resolved by the Program Manager with the assistance of the CM, when needed. For this task, the Program Manager shall:

- Review subcontractor assignments by the CM for the application. The Program Manager shall ensure that all subcontractors assigned are approved by the Program(s) and not under any suspension or denial of participation for the Program(s).
- Ensure that Scope of Work, costs, design drawings and specifications, permits, and environmental review are in sync and sufficient to properly describe and establish the construction activities to be implemented.
- Ensure when required, that the applicant and any tenants have moved out of the property for construction activities to take place.
- Review and resolve any other conditions necessary for the NTP to be issued to the CM.

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

**Per Unit Task**

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

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▪ **Coordination of Progress Inspection**

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

Progress inspections shall be performed by the Program Manager within a three (3) calendar days period of the site inspection request approval. Otherwise, the Program Manager may be subject to liquidated damages as set forth in the Contract Agreement.

▪ **Progress Inspection**

- Visit the project site along with the CMs representatives to inspect works for consistency with the Program approved Task Order, Scope of Work, construction documents (including revised documents, supplementary drawings, shop drawings, technical specifications, and submittals), Green Building Standards and Minimum Architectural and Design Standards of the project and quality assurance.
- Assess materials and/or equipment incorporated to the project by the CM and ensure that such materials and/or equipment are consistent with Program approved submittals in compliance with the Project's Construction Documents, Green Building Standards and Minimum Architectural Design Standards.
- Take photographic evidence and notes of the project's progress, paying special attention to items that will be later covered by other items of work (e.g.

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steel rebar, electrical, mechanical works, and others). Photographs shall include the embedded information, as per Program(s) requirements.

- Any other task to ensure a completion, correctness of the Program(s) inspections.

▪ **Report on Progress Inspection**

- Prepare a detailed progress inspections report to document consistency with Program approved Task order, Scope of Work, construction documents (including revised documents, supplementary drawings, shop drawings, technical specifications, and submittals), Green Building Standards and Minimum Architectural, Design Standards of the project and the CMs Quality Plan.

- Include a brief narrative of the project's progress.
- Include photographic evidence, description and notes that supports the project's progress and quality of work(s).
- Indicate in the report any non-compliance items identified during the progress inspection.
- Clearly indicate in the report the Scope of Work items completed by the CM.
- Clearly indicate the overall result of the inspection (i.e. pass or fail).
- Ensure that the progress inspection report is certified by a Licensed Professional Engineer or Licensed Architect in Puerto Rico.
- A Program Manager QA/QC evaluation shall be performed to check that all necessary information, complete and correctness of the information included in the report.
- Include any other information pertinent to the findings of the Inspection.
- Upload inspection reports to the PRDOH Grant Management System of Record.

- Ensure the Program Managers Designated Inspectors conduct and report Progress inspections to evaluate consistency with Program approved Task order, Scope of Work, Construction Documents, Submittals and/or Program(s) Minimum Architectural and Design Standards, quality of work, or as required by OGPe, according to the corresponding phase of the work.
- Non-compliant work shall be documented and included in the report for the CMs correction of the portion of the work(s), as per contract administration requirements.
- If a non-compliant work results in a punch list document, this shall be agreed on site and submitted to the CM within two (2) calendar days for the necessary corrections to be performed in a timely manner.

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

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

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

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performed to relocate the tenant, if required, and log appropriate actions into the PRDOH Grant Management System of Record.

- Any other task necessary to ensure compliance of the reports, processing of payments to contractors and statutory compliance.

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

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

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

#### **Per Unit Task**

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

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

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

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

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

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

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

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

#### **b. Appraisal of Home Market Values**

#### **Per Unit Task**

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

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#### **c. Update of a Previously Appraised Home Market Values** **Per Unit Task**

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

#### **d. HQS Inspections** **Per Unit Task**

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

- Scheduling the HQS Inspection with sellers within a seven (7) calendar days period from the Program Manager being notified of the applicant's selection of a home.
- Inspect units, common areas, and exteriors to ascertain compliance with HUD's HQS.

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

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**e. URA Reimbursement Allowance** **Allowance**

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

**f. Title Investigations** **Per Unit Task**

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

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

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

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

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

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

<b>j. Legal Services</b>	<b>Allowance</b>
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An Attorney-Notary Public may be required to perform Legal Services under the Program(s) which may consist of drafting, attesting, and authenticating notarial documents pursuant to the law of the juridical business and the will of the parties. Should additional services be needed by the PRDOH, such shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance

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

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

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#### **k. Re-Evaluation of an Environmental Review Record**

#### **Per Unit Task**

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

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

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

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

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#### **Environmental Specialized Services**

#### **Allowance**

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

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

#### **Per Unit Task**

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



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

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

#### **m. Historical and Archaeological Studies**

#### **Per Unit Task**

Such services may include, but are not limited to, conducting desktop reviews and/or on-site research and preparing detailed forms, drawings, images, and mapping that assess the National Register of Historic Places eligibility for both architectural resources and archaeological resource potential, and performing

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

#### **n. Structure At-Risk Assessments**

#### **Rate Per Hour**

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

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

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

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

**END OF SCOPE OF WORK**

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## ATTACHMENT C

### COMPENSATION SCHEDULE

#### ICF INCORPORATED, L.L.C.

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

The following sections contain cost information that considers the hourly costs and unit costs provided by the Program Management Services firm through their Price Form in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2022-02.

The Program Manager presented the hourly rates and unit costs to address the Scope of Work included in this contract as a single contractor. To award this contract the PRDOH has determined to select three (3) Program Management Services firms and to equally divide the tasks for the identified services. As a result of the selection, the PRDOH has adjusted the Quantity of Applications for each task required in the Scope of Work.

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

#### Program Management and Administration (Maximum per Month)

Table 1 shows the Program Management and Administration Task estimated quantity of resources, maximum hours per month per resource, rate per hour, and estimated cost per position for the term of thirty-six (36) months.

**Table 1: Program Management and Administration**

Position	Estimated Qty. of Resources	Max. Hours Per Month Per Resource	Rate	Estimated Monthly Cost Per Position
<b>R3 Program Positions</b>				
R3 Program Manager	1	100	\$237.14	\$23,714.00
R3 Regulatory Compliance Officer	1	100	\$128.28	\$12,828.00
R3 Safety Officers	2	100	\$138.47	\$27,694.00
R3 Special Inspectors	2	100	\$158.26	\$31,652.00
R3 Deputy Program Manager	1	200	\$165.33	\$33,066.00
R3 Operations Manager	1	200	\$176.39	\$35,278.00
R3 Complaints, Reconsiderations and Warranties Coordinator	2	200	\$96.22	\$38,488.00
<b>R3 Program Positions Monthly Sub-total</b>				<b>\$202,720.00</b>

Amendment B to Increase Capacity-Program Management Services Home Repair, Reconstruction  
or Relocation Program (R3), Blue Roof Repair Program (BRR), And Single-Family Housing Mitigation Program (SF)  
Between the PRDOH and ICF Incorporated, L.L.C. under CDBG-DR/MIT  
Attachment C: Compensation Schedule

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<b>SF-MIT Program Positions</b>				
SF-MIT Program Manager	1	100	\$237.14	\$23,714.00
SF-MIT Regulatory Compliance Officer	1	100	\$128.28	\$12,828.00
SF-MIT Safety Officers	2	100	\$138.47	\$27,694.00
SF-MIT Special Inspectors	2	100	\$158.26	\$31,652.00
SF-MIT Deputy Program Manager	1	200	\$165.33	\$33,066.00
SF-MIT Operations Manager	1	200	\$176.39	\$35,278.00
SF-MIT Complaints, Reconsiderations and Warranties Coordinator	1	200	\$96.22	\$19,244.00
<b>SF-MIT Program Positions Monthly Sub-total</b>				<b>\$183,476.00</b>
<b>36 Months Sub-Total R3</b>				<b>\$ 6,836,064.00<sup>1</sup></b>
<b>36 Months Sub-Total SF-MIT</b>				<b>\$ 6,605,136.00</b>
<b>Total</b>				<b>\$13,441,200.00</b>

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

#### Notes on Programs Management and Administration Task

- **Estimated Qty. of Resources** represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on the allowed quantity of staff. Monthly cost caps are established in Notes 5, and 6 below.
- **Max. Hours Per Month Per Resource** represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on the allowed level of effort per position. Monthly cost caps are established in Notes 5, and 6 below.
- **Rate Per Hour** includes overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- **Estimated Monthly Cost Per Position** represents the estimated cost of positions based on the Estimated Quantity of Resources and the Estimated Hours Per Month Per Resource in the cost form. Should not be interpreted as a cap on the allowed billing per positions. See Notes 5 and 6 for monthly cost caps for the Program Management and Administration Task.
- **R3 & BRR Programs Positions Monthly Sub-Total** represents the maximum amount that the Program Manager is expected to invoice toward the R3 & BRR Program. An individual position may invoice for an amount greater than that established in the **Estimated Monthly**

<sup>1</sup> Includes only the expected additional cost for the second complaints, reconsiderations and warranties coordinator for the twelve (12) months.

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**Cost Per Position** column at any given month, but the total amount to be invoiced for the group of positions should not exceed the **R3 & BRR Programs Positions Monthly Sub-Total**. Program Manager may only exceed the monthly sub-total up to the amount of unspent Program Management and Administration funds from previous months for the program.

- **SF-MIT Program Positions Monthly Sub-Total** represents the maximum amount that the Program Manager is expected to invoice toward the SF-MIT Program. An individual position may invoice for an amount greater than that established in the **Estimated Monthly Cost Per Position** column at any given month, but the total amount to be invoiced for the group of positions should not exceed the **SF-MIT Program Positions Monthly Sub-Total**. Program Manager may only exceed the monthly sub-total up to the amount of unspent Program Management and Administration funds from previous months for the program.

### R3 Program Tasks (Per Unit Services)

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

**Table 2: R3 Program Tasks**

Task	Qty. Of Applications	Units Per Application	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	583	1	\$649.94	\$649.94	\$378,915.02
02. Complete Applications	1,368	1	\$1,680.93	\$1,680.93	\$2,299,512.24
03-A. Damage Assessments & Initial Project Intent Notification	1,666	1	\$2,003.13	\$2,003.13	\$3,337,214.58 <sup>2</sup>
03-A.1. Scope Management & Initial Project Intent Notification		1	\$621.89	\$621.89	
04. Environmental Review Records	1,261	1	\$875.00	\$875.00	\$1,103,375.00
05-A. Repair or Reconstruction Award Coordination	1,166	1	\$704.45	\$704.45	\$821,388.70
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$879.45	\$879.45	\$439,725.00
05-B.2 Relocation Award Coordination (phase 2)	500	1	\$529.45	\$529.45	\$264,725.00
06. Progress Inspections & Payment Request	1,666	4	\$967.91	\$3,871.64	\$6,450,152.24
07. Applications Closeout	2,266	1	\$205.52	\$205.52	\$465,708.32
<b>Total Base Cost for R3 &amp; BRR Programs Applications Processing</b>					<b>\$15,560,716.10</b>

Unit price includes any and all costs associated with the performance of the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials,

<sup>2</sup> It is assumed that the Damage Assessment & Initial Project Intent Notification and the Scope Management & Initial Project Intent Notification will share the total Applications for budgetary purposes. Nonetheless, Program Manager is allowed to invoice for either task until as long as the total cost of the tasks is not exceeded.

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rent, overhead, profit, and any other cost of each task, including task support activities of such tasks as depicted in the Scope of Work. Refer to Price Form notes on R3 Program Tasks.

### Notes on R3 Program & BRR Program Tasks

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

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

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

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

Task	Qty. Of Applications	Units Per Application.	Unit Price	Cost Per Application	Total Cost
01. Targeted Outreach and Applications Intake	2,000	1	\$725.96	\$725.96	\$1,451,920.00
02. Complete Applications	1,666	1	\$1,932.96	\$1,932.96	\$3,220,311.36
03-B. Property Risk Assessments & Initial Project Intent Notification	1,666	1	\$1,484.57	\$1,484.57	\$2,473,293.62
04. Environmental Review Records	1,666	1	\$875.00	\$875.00	\$1,457,750.00
05-A. Retrofit/Reconstruction Award Coordination	1,166	1	\$704.45	\$704.45	\$821,388.70
05-B.1 Relocation Award Coordination (phase 1)	500	1	\$879.45	\$879.45	\$439,725.00

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<b>05-B.2</b> Relocation Award Coordination (phase 2)	500	1	\$529.45	\$529.45	\$264,725.00
<b>06.</b> Progress Inspections & Payment Request	1,666	4	\$967.91	\$3,871.64	\$6,450,152.24
<b>07.</b> Applications Closeout	1,666	1	\$205.52	\$205.52	\$342,396.32
<b>Total Base Cost for SF-MIT Programs Applications Processing</b>					<b>\$16,921,662.24</b>

Unit price includes any and all costs associated with the performance of the different tasks. This includes personnel, benefits, reimbursable expenses, equipment, materials, rent, overhead, profit, and any other cost of each task, including task support activities of such tasks as depicted in the Scope of Work. Refer to Price Form notes on Single-Family Housing Mitigation Program Tasks.

#### Notes on Single-Family Housing Mitigation Program Tasks

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

#### Additional Services (Contract Allowance)

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

**Table 4: Additional Services**

Task	Units	Unit Cost
Intake Centers		

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Amendment B to Increase Capacity-Program Management Services Home Repair, Reconstruction  
or Relocation Program (R3), Blue Roof Repair Program (BRR), And Single-Family Housing Mitigation Program (SF)  
Between the PRDOH and ICF Incorporated, L.L.C. under CDBG-DR/MIT  
Attachment C: Compensation Schedule

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<b>a. Additional Intake Center</b>	Month Per Center	\$2,000.05
<b>Appraisals</b>		
<b>b. Appraisal of Home Market Value</b>	Each	\$539.69
<b>c. Update of a Previously Appraisal of Home Market Value</b>	Each	\$485.72
<b>Relocation Additional Tasks</b>		
<b>d. HQS Inspections</b>	Each	\$671.47
<b>f. Title Investigations</b>	Each	\$194.54
<b>g. Title Investigations Update</b>	Each	\$100.41
<b>h. Notarial Deeds</b>	% of Value	.75%
<b>Environmental</b>		
<b>k. Re-Evaluation of Environmental Review Record</b>	Each	\$527.14
<b>l. Elevation Survey</b>	Each	\$3,137.72
<b>m.1 Historical &amp; Archaeological Studies: (Long Form)</b>	Each	\$1,079.07
<b>m.2 Historical &amp; Archaeological Studies: (Short Form)</b>	Each	\$929.07
<b>URA Payments Processing</b>		
URA Administrative Fee	Per Check Issued	\$376.53
<b>Additional Allowances</b>		
Environmental Specialized Services		Per RFA
<b>e. URA Reimbursement Allowance</b>		Reimbursement
<b>i. Property Registry Fees</b>		Reimbursement
<b>j. Legal Services</b>		Per RFA
<b>k. Structure At Risk</b>	Per Hour	\$50.00

The following are the approved professional staff rates for environmental specialized services on stand by.

Staff	Position
SOI Archeological Historian	\$160.00
SOI Archeologist	\$200.00
Archeologist Assistant	\$100.00
Environmental Technician	\$100.00

The PRDOH determined the allowance amount to be **\$2,994,902.14** for R3 Program and **\$2,673,850.00** for SF-MIT Program. The amount of the allowance will cover the performance of any and all tasks identified as Additional Services in the Scope of Work. This includes the reimbursement of URA payments issued to eligible tenants and of property registry fees; as well as any other environmental specialized services for which a Unit Price is not provided above. The services to be executed through a Request for Approval (RFA) must be approved first by PRDOH.

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## Notes on Additional Services

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

## Total Contract Cost

The Total Contract Cost awarded was for the amount of **\$51,592,330.48**.

Distribution	Program	Cost Per Program	Total Cost
Program Management and Administration	R3	\$6,836,064.00	\$13,441,200.00
	SF-MIT	\$6,605,136.00	
Program Application Processing	R3	\$15,560,716.10	\$32,482,378.34
	SF-MIT	\$16,921,662.24	
Allowance	R3	\$2,994,902.14	\$5,668,752.14
	SF-MIT	\$2,673,850.00	
Sub Total R3			\$25,391,682.24
Sub-Total SF-MIT			\$26,200,648.24
Total			\$51,592,330.48

## Notes on Total Proposal Cost

- The Total Proposal Cost represents the potential total cost for the services, not including the contract allowance, if the PRDOH determines to contract award a single Proposer for the Program Management Services.
- The PRDOH aims to contract, at its discretion and in the best interest of the overall program's implementation, multiple Program Management firms. The Program Management firms will be assigned regions at the PRDOH's discretion.

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

### END OF COMPENSATION SCHEDULE

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## ATTACHMENT F

### HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf> and must include Form HUD-4010 clauses as an appendix, or by reference, to all covered contracts. Also, contractors and subcontractors are required to insert them in any lower-tier subcontracts.

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The terms and conditions outlined in this document (HUD General Provisions) must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Agreement, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

#### General Provisions:

##### 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

##### 2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to, the applicable Office of Management and Budget Circulars, which may impact the

administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

### **3. BREACH OF CONTRACT TERMS**

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

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### **4. REPORTING REQUIREMENTS**

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

### **5. ACCESS TO RECORDS**

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

### **6. MAINTENANCE/RETENTION OF RECORDS**

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

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

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting

and purchases from material suppliers when possible. Steps include, but are not limited to:

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

Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall comply with PRDOH established quarterly reporting regarding contract and subcontract activity. This will enable PRDOH to complete federal reporting on all efforts to HUD as per the previously used HUD Form 2516 (Contract and Subcontract Activity) and data requested on this form.

## **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

## **9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

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

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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#### **11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

#### **12. AGE DISCRIMINATION ACT OF 1975**

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

#### **13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

#### **14. CONFLICTS OF INTEREST**

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict

in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

### 15. SUBCONTRACTING

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

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

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

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

### 16. ASSIGNABILITY

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

### 17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful

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misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

#### **18. COPELAND "ANTI-KICKBACK" ACT**

The CONTRACTOR will comply with "anti-kickback" regulations found in section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 3145) known as the Copeland Act which applies to this contract subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The Copeland Act enforces minimum wage provisions of the Davis-Bacon Act and the various statutes for federally assisted construction, including those provisions which are not subject to Reorganization Plan No. 14 of 1950. This act also enforces overtime provisions of the Contract Work Hours and Safety Standards Act whenever they are applicable to construction work.

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Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, each week must provide a copy of its weekly payroll for all laborers and mechanics engaged on work covered by this part and part 5 of this chapter during the preceding weekly payroll period, accompanied by a statement of compliance certifying the accuracy of the weekly payroll information. This statement must be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and must be on the back of Form WH-347, "Payroll (For Contractors Optional Use)" or on any form with identical wording.

Each certified payroll required under § 3.3 must be delivered by the contractor or subcontractor, within 7 days after the regular payment date of the payroll period, to a representative at the site of the building or work of the agency contracting for or financing the work, or, if there is no representative of the agency at the site of the building or work, the statement must be delivered by mail or by any other means normally assuring delivery by the contractor or subcontractor, within that 7 day time period, to the agency contracting for or financing the building or work. After the certified payrolls have been reviewed in accordance with the contracting or sponsoring agency's procedures, such certified payrolls must be preserved by the agency for a period of 3 years after all the work on the prime contract is completed and must be produced for inspection, copying, and transcription by the Department of Labor upon request.

The CONTRACTOR will abide by federal regulation in § 3.5 regarding permissible payroll deductions and follow guidance on obtaining approval from the Secretary of Labor for additional deductions.

## 19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act applicable to this contract in excess of \$100,000 and subject to its overtime provisions.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and

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liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

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- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

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## 20. DAVIS-BACON ACT

The CONTRACTOR will comply with labor standards provisions contained in the Davis-Bacon Act (46 Stat. 1494, as amended; 40 U.S.C. 3141 et seq.) and its related statutes ("Related Acts") for this contract, in excess of \$2,000, which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses:

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### (1) **Minimum wages** —

- (i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage

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determination. Conformance of additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid the application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

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benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

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(2) **Withholding —**

- (i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a) (3) (iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

**(3) Records and certified payrolls —**

- (i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or

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subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

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(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for

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the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## 21. TERMINATION FOR CAUSE

### (Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the

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CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

## **22. TERMINATION FOR CONVENIENCE**

### **(Applicable to contracts exceeding \$10,000)**

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

## **23. SECTION 503 OF THE REHABILITATION ACT OF 1973**

### **(Applicable to contracts exceeding \$10,000)**

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
  - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the CONTRACTOR including social or recreational

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- programs; and
- (ix) Any other term, condition, or privilege of employment.

- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
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DAS 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
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CYPP 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

##### **(Applicable to construction contracts and subcontracts exceeding \$10,000)**

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of



October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary

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of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **25. CERTIFICATION OF NONSEGREGATED FACILITIES**

### **(Applicable to construction contracts exceeding \$10,000)**

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains,

recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

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

### **CLEAN AIR ACT**

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

### **WATER POLLUTION CONTROL ACT**

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure

notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every

nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. BONDING REQUIREMENTS**

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

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

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

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

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and

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will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) The Contractor agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked

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by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

### **30. FAIR HOUSING ACT**

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

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### **31. ENERGY POLICY AND CONSERVATION ACT**

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

### **32. HATCH ACT**

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

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

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

### **33. HEALTH AND SAFETY STANDARDS**

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



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

#### **34. PERSONNEL**

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

#### **35. WITHHOLDING OF WAGES**

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

#### **36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

#### **37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

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

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### **38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

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

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

### **39. INTEREST OF CERTAIN FEDERAL OFFICERS**

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

### **40. INTEREST OF CONTRACTOR**

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

### **41. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.

### **42. RELIGIOUS ACTIVITY**

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The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

#### **43. FLOOD DISASTER PROTECTION ACT OF 1973**

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

#### **44. LEAD BASED PAINT**

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

#### **45. VALUE ENGINEERING**

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

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

#### **46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

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When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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#### **47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)**

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

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Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

#### **48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed

and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).

#### **49. PROCUREMENT}**

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

#### **50. CHANGE ORDERS TO CONTRACTS**

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

#### **51. LANGUAGE ACCESS PLAN**

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

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The Fair Housing and Equal Opportunity Language Access Plan for all CDBG-DR/MIT Programs states that Subrecipient Agreements will include requirements for the provisions of LEP and Limited Spanish Proficient (**LSP**) resources by subrecipients for all public participatory activities, including marketing, outreach, applications, vital document translations as well as monitoring requirements. Subrecipients and contractors have to comply with the following LEP/LSP requirements:

- a. Provide Spanish translations for all outreach, marketing, application materials, and vital documents, and advertise the availability of language assistance services.
- b. Requirements will also be added for subrecipients, contractors, and other administering entities that interact with LEP/LSP individuals as part of the implementation of the CDBG-DR/MIT Programs to:
  - i. Develop and maintain operating procedures that address LEP/LSP assistance;
  - ii. Maintain inquiry and application logs that specify language of choice;
  - iii. Submit documentation to PRDOH supporting subrecipient efforts to further LEP access;
  - iv. Submit translated documentation to PRDOH for maintenance in PRDOH's project files; and  
Require periodic monitoring by PRDOH for compliance with LEP/LSP requirements.

CDBG-DR/MIT subrecipients and contractors, as well as any other administering entities that interact with LEP/LSP individuals as part of the implementation of the programs, will be required to maintain inquiry and application logs that document the language preference of persons seeking to apply or participate in CDBG-DR/MIT funded activities.

## **52. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

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### **53. PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**END OF DOCUMENT**



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

**ICF Incorporated, LLC**

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

1. The expected subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

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- CMA ARCHITECTS & ENGINEERS LLC  
Alvin M. Rodríguez, Managing Member - Officer  
José Torres, Member - Officer  
Luis Merle, Member – Officer  
José Carro, Member – Officer  
Suz Ann Arroyo, Member  
Ariel Vera, Member  
Geraldo Jusino, Member  
Pedro Janer, Member  
Yma Doitteau, Member  
Rafael Bulerin, Member  
Jose O. Colon, Member  
Christian Lopez, Member

Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and CMA ARCHITECTS & ENGINEERS LLC included with this certification.

Amount of contract payment to subcontractor: \$19,277,138.00

- RAC Titles Search, Inc.  
Owner/CEO: Ramon Chavez  
Sole proprietary Owner: Ramon Chavez  
Director: Armando Pena  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and RAC Titles Search, Inc included with this certification.

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



Amount of contract payment to subcontractor: \$1,902,000.00

- Telecontacto – Telecontacto Inc.  
Lic. Miguel Merced Mader  
Lic. Florencio Merced Rosa  
Amy Mader Burrus  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and Telecontacto – Telecontacto Inc. included with this certification.

Amount of contract payment to subcontractor: \$897,920.00

- Ruth L. Trujillo Professional Land Surveyors, PSC  
principal, only stakeholder and only owner: Ruth L. Trujillo Rodriguez  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and Ruth L. Trujillo Professional Land Surveyors, PSC included with this certification.

Amount of contract payment to subcontractor: \$1,250,000.00

- MFORCE Surveying, PSC  
President and only shareholder: Carlos R. Fournier  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and MFORCE Surveying, PSC included with this certification.

Amount of contract payment to subcontractor: \$172,750.00

- Voltaggio LLC  
Owner and the only member: Cassandra Voltaggio  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and Voltaggio LLC included with this certification.

Amount of contract payment to subcontractor: \$1,030,750.00

- HMC Group LLC  
Principal/Sole Shareholder: Hernan Marrero  
Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and Voltaggio LLC included with this certification.

Amount of contract payment to subcontractor: \$137,000.00

DAS  
DAS

CYPP  
CYPP

- Culpeper-Arbona Tasadores

Juan Carlos Culpeper (President)

Principal terms and conditions of the contractual relations and role of the subcontractor: Please see the redacted subcontract agreement between ICF and Voltaggio LLC included with this certification.

Amount of contract payment to subcontractor: \$250,000.00

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

N/A

DAS  
DAS

CYPP  
CYPP

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 27 day of August of 2024.

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

Dorothy A. Shields  
Signature

August 27, 2024  
Date

Dorothy A. Shields  
Printed Name

Senior Director, Contracts  
Position

DAS  
DAS

CYPP  
CYPP



## ATTACHMENT H

### NON-CONFLICT OF INTEREST CERTIFICATION

#### ICF INCORPORATED, L.L.C.

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Dorothy A. Shields  
Signature

August 28, 2024  
Date

Dorothy A. Shields  
Printed Name

Senior Director, Contracts  
Position