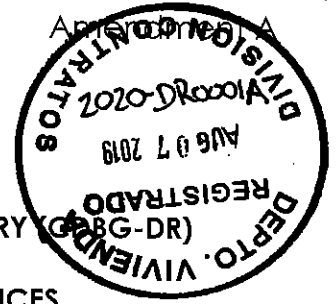




GOVERNMENT OF PUERTO RICO
Department of Housing



COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
AMENDMENT A TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
Contract No. 2020-DR0001

This **AMENDMENT A TO THE AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES** (this "First Amendment"), is entered into as of the 6 day of August, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING ("PRDOH")**, a public agency and instrumentality of the Government of Puerto Rico, created under Act No. 97, dated June 10, 1972, as amended, the Department of Housing Organic Act ("Organic Act"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. Fernando A. Gil-Enseñat, of legal age, attorney, married, and resident of Guaynabo, Puerto Rico; and **ARCADIS CARIBE, PSC**, (hereinafter the "Contractor"), with principal offices in #48 City View Plaza, Tower 1, Suite 401, Road 165, Km 1.2, Guaynabo, Puerto Rico 00968, herein represented by Efraín Calderón, in his capacity as Vice-President, of legal age, married and resident of Caguas, Puerto Rico, duly authorized by Resolution by the Contractor.

RECITALS

WHEREAS, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0001, for the performance of environmental consulting services in connection with the CDBG-DR Program.

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Environmental Consulting Services performed during the term of the Agreement, PRDOH will pay a maximum amount not to exceed **SEVEN MILLION FIVE HUNDRED AND FORTY FIVE THOUSAND DOLLARS (\$7,545,000.00)**; to the Contractor from **ACCOUNT NUMBER R01H07RRR-DOH-LM 4190-10-000**. This Amendment does not change the original payment amount.

WHEREAS, said original Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of the original Agreement will be for a performance period of thirty six (36) months, ending in July 8, 2022. This Amendment does not change the original term.

WHEREAS, the parties wish to amend the Agreement and become subject to the terms of the Agreement and this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agree as follows:

I. In **Section XI PENALTIES AND LIQUIDATED DAMAGES**, paragraph 3 is added as follows:

3. Liquidated damages. The Contractor shall pay to PRDOH, as liquidated damages, three hundred dollars (\$300) for each calendar day that an Environmental Site Assessment (Tier 2) deliverable required is late until deemed in compliance subject to a maximum of one thousand five hundred dollars (\$1,500) established in the **Attachment C: Scope of Service**, of the original Agreement between PRDOH and the Contractor. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other

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remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

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

IV. 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 this Amended Agreement 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 this Agreement 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.

V. SUBROGATION

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

VI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amended Agreement to the Office of the Comptroller for registration within fifteen (15) days following the date of execution of this Amended Agreement and any subsequent amendment hereto. The services object of this Agreement may not be invoiced or paid until this Agreement 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.

VII. ENTIRE AGREEMENT

The Agreement and this Amended Agreement 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.

VIII. CONSOLIDATIONS, MERGERS, OR DISSOLUTION

In the event that Contractor is consolidated or merged with another entity or agency, Contractor will notify PRDOH of such action within a fifteen (15) day period of being notified of it. PRDOH will have fifteen (15) days to state its position. With PRDOH's written approval, the Contractor must ensure that the resulting entity becomes responsible for Contractor's tasks under this legal agreement. A timeframe of no more than fifteen (15) days from the date that any merger or consolidation becomes effective will be provided

to make amendments or transitory changes, so that the tasks assigned to personnel at Contractor under this Agreement and Amendment are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in Exhibits attached to the original Agreement. Contractor is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on Contractor's duties under the Agreement and this Amendment and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving Contractor during the time span of the Agreement and this Amendment.

IX. SEVERABILITY

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

IN WITNESS THEREOF the parties hereto executive this Amendment A in San Juan, Puerto Rico, on the above written date.

DEPARTMENT OF HOUSING

ARCADIS CARIBE,PSC



Hon. Fernando A. Gil-Enseñat
Secretary



Efraín Calderón
Authorized Representative
DUNS Number: 787482780