

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AMENDMENT A TO AGREEMENT FOR  
ENVIRONMENTAL CONSULTING SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
TETRA TECH, INC.  
CONTRACT No. 2020-DR0010**



This **AMENDMENT A TO THE AGREEMENT ENVIRONMENTAL CONSULTING SERVICES** (hereinafter referred to as the "Amendment"), is entered into as of the 11 day of September, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "**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 Luis C. Fernández Trinchet, of legal age, attorney, single, and resident of Guaynabo, Puerto Rico; and **TETRA TECH, INC.**, (hereinafter the "**Contractor**"), with principal offices in 2301 Lucien Way, Suite 120, Maitland, FL32751, herein represented by Jonathan Burgiel, in his capacity as Authorized Representative, of legal age, married, and resident of Orlando, Florida duly authorized by Resolution by the CONTRACTOR (collectively, the "**Parties**").

**RECITALS**

**WHEREAS**, the PRDOH and the Contractor entered into an Agreement on August 2, 2019, which was registered under Contract No. 2020-DR0010, for environmental consulting services in connection with the CDBG-DR Program (the "Agreement").

**WHEREAS**, the Parties agreed that PRDOH would pay the Contractor for allowable environmental consulting services during the term of the Agreement a maximum amount not to exceed **EIGHT MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS (\$8,535,000.00)** from **Account Number: R01H07RRR-DOH-LM 4190-10-000**, for a period of **thirty six (36) months**, ending on August 1, 2022.

**WHEREAS**, this Amendment modifies the language on the tasks of Lead-Based Inspection and Testing and the performance timeframe for Environmental Surveys and Assessment, found in **Attachment C** (Scope of Services), specifically on Section 4.3.2 and Section 5.2, respectively.

**WHEREAS**, this Amendment rectifies the unit price of Site-Specific Tier 2 Environmental Review Tasks and increases the number of task units and therefore the total contract amount of the Agreement, as reflected on **Attachment D** (Compensation Schedule).

**WHEREAS**, this Amendment increases the total amount of the Agreement by **ONE MILLION FOUR HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$1,425,000.00)** for an adjusted total amount of **NINE MILLION NINE HUNDRED AND SIXTY THOUSAND DOLLARS (\$9,960,000.00)**.

**WHEREAS**, this Amendment also conforms the Agreement to federal, state, and local regulations and statutes.

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

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to effect 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.

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

## I. AMEDEMEMENTS

- A. The Parties agree to replace **Attachment C** (Scope of Work) of the Agreement with a modified **Attachment C** to include an additional paragraph to the section 4.3.2, which would clarify the need for the use of an X-ray Fluorescence (XRF) machine test and modifies the language of the first paragraph to increase the LBP report deliverable timeframe from five (5) business days to ten (10) business days. In addition, the modified Attachment C and modifies the language of section 5.2 to allow the R3 Program to assign priorities on which cases the Environmental Consultants are to work on first and modifies the language to change Tier 2 review deliverables will be furnished within ten (10) business days from completion of environmental field observation (EFO) on-site inspection, approval of damage assessment and appraisal versus within ten (10) business days; hereto incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment A (**Attachment 1 of this Amendment**).
- B. The Parties agree to replace **Attachment D** (Compensation Schedule) of the Agreement with a revised **Attachment D** that will bring the unit task cap to 4,000 units, which will increase the contract amount to \$9,960,000.00. Also, rectifies the unit price of Site-Specific Tier 2 Environmental Review Tasks from \$425.00 to the correct unit price of \$465.00. This amendment will not affect the overall cost of the contract, as the total amount of the task is correct. The only error was in the unit price. The modified Compensation Schedule is incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment A (**Attachment 2 of this Amendment**).
- C. The Parties agree to replace **Article II. TERM OF AGREEMENT**, paragraph C with the following:

*C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.*

- D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, paragraph B with the following:

*The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum*

amount not to exceed **NINE MILLION NINE HUNDRED AND SIXTY THOUSAND DOLLARS (\$9,960,000.00)**; Account Number R01H07RRR-DOH-LM 4430-14-000.

- E. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, paragraph **H** with the following:

*H. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:*

***"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."***

- F. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT** to add new paragraphs I and J, as follows:

*I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.*

*J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.*

- G. The Parties agree to amend **Article VIII. DOCUMENTATION AND RECORD KEEPING** to add a new paragraph **E**, as follows:

***E. PII Policy:*** *The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.*

- H. The Parties agree to replace **Article VII. OWNERSHIP AND USE OF DOCUMENTS**, paragraph **B**, with the following:

*B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files*

of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

- I. The Parties agree to replace **Article XI. PENALTIES AND LIQUIDATED DAMAGES, A. Penalties, paragraph 1** with the following:

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with Attachment B and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this Agreement, as it may be updated from time.

- J. The Parties agree to replace **Article XIII. INSURANCE, Section B. Endorsements, paragraph 3** with the following:

3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

- K. The Parties agree to replace the **second and third paragraphs of Article XIII. INSURANCE, C. Related Requirements** with the following:

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; and/or (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty**

**(30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

- L. The Parties wish to amend PRDOH's information on **Article XVII. NOTICES** of the Agreement as follows:

To: PRDOH                      Luis C. Fernández Trinchet, Esq., CFA  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

- M. The Parties agree to replace **Article XIX. SUBCONTRACTS, Section A. General** with the following:

**A. General:** All subcontracts shall contain the applicable provisions described in Attachment F (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

- N. The Parties agree to amend **Article XIX. SUBCONTRACTS** to add a new **paragraph E** as follows:

**E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

- O. The Parties agree to amend **Article XX. SECTION 3 CLAUSE** to add new **paragraphs G** and **H**, as follows:

**G.** 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 (25 U.S.C. 450e) also applies to the work to be performed under this contract. 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 sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract 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).

**H.** The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of

*new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.*

P. The Parties agree to eliminate **paragraph F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note, of Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** and renumber the remaining paragraphs in order.

Q. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to replace newly numbered **paragraph I Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.** with the following:

*I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.*

R. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE OF LEGAL REQUIREMENTS** to add a new paragraph **L** as follows:

**L. Clause of Governmental Ethics Certification of Absence of Conflict of Interests.** *The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant has requested from me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some 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.*

S. The Parties agree to replace **Article XXIII. EQUAL OPPORTUNITY, paragraph A** with the following:

**A.** *The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or*

national origin. The CONTRACTOR will take affirmative action to ensure that applicants 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ~~31~~ T. The Parties agree to replace **Article XXVI. SUSPENSION AND DEBARMENT**, with the following:

**A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

**B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**C.** This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- U. The Parties agree to replace **Article XXXIII. MODIFICATION OF AGREEMENT** with the following:

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both Parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve

or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- V. The Parties agree to add a new **Article XLVII. PERFORMANCE WARRANTY**, as follows:

**XLVII. PERFORMANCE WARRANTY**

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications listed in Attachment C, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, to:
1. repair or replace Deliverables that do not meet specifications;
  2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
  3. pay liquidated damages for any past due Deliverable; and
  4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

- W. The Parties agree to add a new **Article XLVIII. CDBG-DR POLICIES AND PROCEDURES**, as follows:

**XLVIII. CDBG-DR POLICIES AND PROCEDURES**

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP



*Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.*

- X. The Parties agree to add a new **Article XLIX. SOLID WASTE DISPOSAL ACT** as follows:

**XLIX. SOLID WASTE DISPOSAL ACT**

1) *In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)-designated items unless the product cannot be acquired:*

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;*
- b. Meeting contract performance requirements; or*
- c. At a reasonable price.*

2) *Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.*

3) *Contractor 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:*

- a. procuring only items designated in guidelines of the 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);*
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and*
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.*

- Y. The Parties agree to add a new **Article L. ORDER OF PRECEDENCE** as follows:

**L. ORDER OF PRECEDENCE**

*In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Services (**Attachment C**), the Compensation Schedule (**Attachment D**), and lastly, the CONTRACTOR's quotation.*

- Z. The Parties agree to add a new **Article LI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**, as follows:

**LI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**

*In the event that participating entities are 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, 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 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 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 this Agreement and make the survival or transfer of those in **Attachment D**. CONTRACTOR is to tasks a condition to any merger, consolidation, or dissolution involving CONTRACTOR during the time span of this Agreement.*

- AA. The Parties agree to add a new **Article LII. FEDERAL FUNDING**, as follows:

**LII. FEDERAL FUNDING**

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

- BB. The Parties agree to add a new **Article LIII. RECAPTURE OF FUNDS**, as follows:

**LIII. RECAPTURE OF FUNDS**

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

CC. The Parties agree to add a new **Article LIV. OVERPAYMENT**, as follows:

**LIV. OVERPAYMENT**

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

DD. The Parties agree to add a new **Article LV. SURVIVAL OF TERMS AND CONDITIONS**, as follows:

**LV. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: 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 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 Agreement shall so survive.

EE. All other terms and conditions of the Agreement remain unchanged.

FF. Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

**II. 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 the Agreement, as amended. 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 the Agreement, as amended, 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, as amended, 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, as amended.

*JB*  
*JB*

### III. HEADINGS

The titles to 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.

*ZF*

### IV. FEDERAL FUNDING

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

### V. 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.

### VI. 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, 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 the Agreement, as amended.

### VII. 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 hereto. 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.

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC-20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office

of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

**VIII. 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.

**IX. SEVERABILITY**

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

**X. COUNTERPARTS**

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

**XI. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: 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 and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

***[Remainder of page left blank intentionally]***

**IN WITNESS THEREOF** the Parties here to executive this Amendment A in San Juan, Puerto Rico, on the above written date.

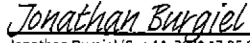
**DEPARTMENT OF HOUSING**

**TETRA TECH, INC.**



Luis Fernández Trinchet (Sep 11, 2020 17:41 EDT)

**Luis C. Fernández Trinchet, Esq., CFA**  
Secretary



Jonathan Burgiel (Sep 11, 2020 17:35 EDT)

**Jonathan Burgiel**  
Authorized Representative  
DUNS Number: 080106449

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**ATTACHMENT 2**  
**SCOPE OF SERVICES**  
**Request for Proposals**  
**Environmental Consulting Services**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Department of Housing**  
**CDBG-DR-RFP-2018-03**  
**(Revised for Addendum No. 2)**

**1. Introduction and Overview**

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure environmental services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select the Environmental Consulting Firm(s) that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, with special focus on the Single-Family Rehabilitation, Reconstruction, or Relocation Program.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR action plans; and (iii) to contract for Environmental Consulting Services as result of the selection of qualified Proposers or the cancellation of this RFP.

**2. CDBG-DR Housing Programs**

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age 65 and above. Through these programs, home repair and reconstruction will begin in earnest in a way that does not perpetuate building in high risk areas.

A brief description of the CDBG-DR Single-Family Repair, Reconstruction, or Relocation Program and its objectives follows:

**2.1. Single-Family Repair, Reconstruction, or Relocation 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 the lesser of \$48,000 or 50% of the current value (as confirmed through program inspection), or if a feasibility inspection determines that reconstruction is required. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed and the homeowner will be provided relocation options. Homes with existing damage equal to or less than the lesser of \$48,000 or 50% of the current value will be rehabilitated to achieve standards and compliance with applicable building codes. For additional details of the Program refer to the Action Plan. The Program has the following objectives:

- Return displace homeowners
- Reconstruct housing to higher resilience standard
- Revitalize weak and aging housing stocks
- Moving households out of unsafe conditions

To streamline the environmental review process and prevent duplication of efforts the Program will use a tiered approach for environmental compliance. The tiered approach has two (2) parts: the broad scale environmental review that focuses on a targeted geographic area (the Tier 1), and the unspecified site review (the exact physical location of the project not presently known) (the Tier 2). The Tier 1 review will be performed by means of another contract (not the one herein procured). The Proposer will be required to complete the Tier 2 reviews. The Tier 2 review will include specific written strategies for addressing the environmental effects that can only be determined when specific sites become known (i.e. site acceptability criteria and standards-including mitigation measures, historic preservation, airport clear zones, explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals, or gases). There must be written documentation of compliance before funds are committed to specific sites. If any project deviates from the tiered review (and the approved site-specific compliance strategies), then separate environmental reviews must be prepared for those projects.

### 3. Staff, Services and Tasks

This section details the environmental tasks that the Selected Proposer must perform in order to support PRDOH in the CDBG-DR Programs, including, but not limited to, the Single-Family Rehabilitation, Reconstruction, or Relocation Program. The Selected Proposer 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 the RFP is release. 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 contemplated contract. All tasks must be performed and completed by the Proposers in accordance with all federal and state laws and regulations, whichever is more restrictive.

#### 3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under an Environmental Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

##### 3.1.1. Staff Experience and Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

##### 3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any Environmental Services required or work on the CDBG-DR Programs, including, but not limited to, the Housing Programs. The Proposer's



organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

#### 4. Environmental Tasks

The following are the tasks that shall be performed by the Selected Proposer(s):

##### 4.1. Task: Environmental Review

The specific services of the Proposer required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners. For each project, Proposer 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 Proposer 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.

For each project, the Proposer 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 Proposer will be responsible for coordinating with the project sponsor and the oversight/regulatory agencies to assure compliance documentation is obtained for each ERR.

This task requires the Proposer to have the capability to evaluate potential environmental impacts of proposed activities in the following substantive areas: land use, zoning, and public policy; socioeconomic conditions (including population, housing stock and economic activities such as business and employment); community facilities and services (e.g., public schools, hospitals and fire and police protection); open space (e.g., land designated for leisure, or land set aside for the protection and/or enhancement of the natural environment); shadows; historic resources (including historic districts, buildings, structures, sites, and objects); urban design and visual resources; natural resources; hazardous materials assessment; infrastructure (e.g. water supply, wastewater, sanitation, energy, roadways, bridges and public transportation); solid waste and sanitation services; energy; transportation, including traffic and parking, transit and pedestrians; air quality; greenhouse gas emissions; noise (mobile, stationary and construction noise assessment); public health; neighborhood character; environmental justice; construction impacts; and alternatives to the proposed activities.

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 Environmental Quality Board (JCA for its Spanish Acronym) and Puerto Rico Department of Environmental and Natural Resources (DRNA for its Spanish Acronym)] and other environmental requirements.

**4.2. Task: Environmental Surveys and Assessments**

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

- Perform hazardous materials environmental site assessments ("ESAs") and prepare hazardous waste remediation plans.
- Perform a record review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- Perform field observations and testing to determine if a project site is contaminated from past or present on-site and/or off-site activities, including, at a minimum, undertaking Phase I consistent with applicable American Society for the Testing of Material protocols.
- Where contamination is present, identify the appropriate mitigation measure, the contaminant of concern and the location of the contamination.
- The proposer is responsible to notify the PRDOH of any other requirement, studies, reviews and/or assessment related to this task.

**4.3. Task: Environmental Testing**

The specific services of the Proposer under this task include the performance of inspections and risk assessments for asbestos, radon and lead-based paint in accordance federal and state regulatory standards. The Proposer, laboratories, and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the EPA, JCA, DRNA, HUD, PRDOH, and federal and Puerto Rico's Environmental Laws and regulations.

**4.3.1. Subtask A: Asbestos Inspection and Testing**

Proposer is expected to be fully familiar with Puerto Rico's regulations, as well as related federal regulations such as, but not limited to, 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA. Deliverable will be furnished within 10 business days of "on-site" completion.

**4.3.2. Subtask B: Lead-Based Paint Inspection and Testing**

All lead-based paint testing will be performed by an EPA Certified Lead-based Paint Activities Firm utilizing an EPA Certified Lead based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Proposer and the Lead based Paint Inspector or Risk Assessor must be certified by the Environmental Quality Board (JCA

for its Spanish Acronym). Deliverable will be furnished within 10 business days of "on-site" completion. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA.

In accordance with R3 Program requirements, testing shall be performed on all ceramic tiles within a structure to determine the presence of lead. The testing shall be performed with an X-ray Fluorescence (XRF) machine and the information included in the LBP report for the structure.

#### 4.3.3. Subtask C: Radon Testing

All radon testing must follow the protocols set by the American Association of Radon Scientists and Technologists, Protocol for Conducting Measurements of Radon and Radon Decay Products in Homes (ANSI-AARST MAH-2014). Testing must be performed under the supervision of a Radon Professional certified by the American Association of Radon Scientists and Technologists National Radon Safety Board and with a certification/license from the state. Deliverables will be furnished within 10 business days of "on-site" completion.

#### 4.4. Specialized Services on Standby

The environmental review process may require the Selected Proposer to sub-contract specialized services. In that event, the Proposer must submit a list of the specialized services to be sub-contracted among those listed below. The information should include a brief information about the services contained within, name of the resource or subcontractor, résumé or professional information and rate per hour.

Whenever a specialized service will be used, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services to be subcontracted. An allowance would be included in the contract for these specialized services available on as-needed basis, after the RFA is approved by PRDOH. Since the costs for specialized service will be paid from an allowance, if needed and after approval, the Proposer shall not include any amount for specialized services in its Cost Proposal in response to this RFP.

The following services, but not limited to, are considered specialized (this is not an all-inclusive list):

##### 4.4.1. Wetland Evaluations and Delineations

The proposer must provide information and costs regarding the specialized services that may be included as wetland evaluations and delineations.

##### 4.4.2. Phase II Environmental Site Assessment

The proposer must provide information and costs regarding the specialized services that may be included as Phase II ESA.

##### 4.4.3. Historical and Archaeological Studies

The proposer must provide information and costs regarding the specialized services that may be included as historical and archaeological studies. Such services may include, but are not limited to, performing historical 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 Programmatic Agreements between PRDOH and SHPO, as

needed. The personnel that will be performing the Historical and Archaeological studies must meet the National Park Service's Secretary of the Interior's (SOI) Preservation Professional Qualifications Standards.

#### 4.4.4. Other Specialized Environmental Services

The proposer must provide information and costs regarding the specialized services that may be included as other specialized environmental services.

### 5. Key Deliverables

The key deliverables to be provided include, but are not limited to, the following:

#### 5.1. Environmental Review

- As applicable, Certificates of Exempt Activity in accordance with 24 CFR 58.34; Certificates of Categorical Exclusion in accordance with 24 CFR § 58.35; Certificates of Compliance with legal authorities in 24 CFR §§ 58.5 and 58.6; Environmental Assessments; Tiered Environmental Assessments; EIS Scopes of Work; Environmental Impact Statements; and Tier II checklists in a format required by PRDOH. Each such deliverable must include a concise rationale documenting environmental findings and supporting the proposed determinations.
- Proof of publication of all necessary public notices published in the official journal as required by 24 CFR Part 58. This includes proof of Notice of Intent / Request for Release of Funds for each program and assistance in obtaining Authorization to Use Grant Funds from HUD.
- Assist PRDOH in all matters related to HUD Environmental Review Online System (HEROS). This includes submit, upload and/or post information and/or documentation related to environmental services.

#### 5.2. Environmental Surveys and Assessment

- Preparation and submittal of Phase I ESA Reports in accordance with ASTM Standard E 1527-13; preliminary exposure assessments; and a recommended scope of work for a Phase II ESA, when applicable.
- Any other related deliverable requested and produced in the course of the contract to effectuate the services outlined in the RFP.

Proposer(s), for the most part, will be required for complete Tier 2 reviews. Proposer will be given access to the Tier 1 reviews required. Activities are expected to fall under the Tiered Site-Specific level of review (Tier 2). Tier 2 review deliverables will be furnished within 10 business days from both the damage assessment and appraisal reports being approved and the application being released by PRDOH to the Proposer. Additional time may be awarded to the Proposer for complex cases.

Cases outside the Site-Specific Tier 2 level of review will be will be approved by the PRDOH on a case-by-case basis under Specialized Services.

The Proposer shall be responsible for completing, at a minimum, the activities outlined in this Scope of Services. The Selected Proposer shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH Secretary.

## Attachment D

**Compensation Schedule**

Environmental Consulting Services  
Tetra Tech, Inc.

**Per Unit Tasks**

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	4,000	\$465.00	\$1,860,000.00
Asbestos Inspection and Testing	4,000	\$860.00	\$3,440,000.00
Lead-Based Paint Inspection and Testing	4,000	\$820.00	\$3,280,000.00
<b>Sub-Total</b>			<b>\$8,580,000.00</b>
Allowance for Specialized Services			\$1,280,000.00
Allowance for Dissemination			\$100,000.00
<b>Total</b>			<b>\$9,960,000.00</b>

**Professional Staff Rates for Specialized Services on Stand-By**

Staff Position	Hourly Rate
Project Manager	\$195.00
Senior Environmental Engineer	\$185.00
Associate Environmental Engineer	\$97.00
Senior Environmental Scientist	\$182.00
Associate Environmental Scientist	\$96.00
Environmental Technician	\$49.00
Lead/Asbestos Inspector	\$118.00
SHPO Professional	\$129.00
Archeologist	\$139.00
Wetland Specialist	\$129.00
Biological Expert	\$139.00
Floodplain Specialist	\$129.00
GIS Specialist	\$133.00









# Amendment A Tetra Tech, Inc. v3 (Final Rev JOH)

Final Audit Report

2020-09-11

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