

Amendment B

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

**AMENDMENT B TO AGREEMENT FOR  
ENVIRONMENTAL CONSULTING SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
TETRA TECH, INC.**

CONTRACT No. 2020-DR0010  
As amended by Contract No. 2020-DR0010A



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This **AMENDMENT B TO THE AGREEMENT ENVIRONMENTAL CONSULTING SERVICES** (hereinafter referred to as the "Amendment"), is entered into as of the 27 day of January, 2021, 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 William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, 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**").

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**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**, on September 11, 2020, the PRDOH executed a contract amendment, Amendment A, with Contractor which increased the total amount of the Agreement by **ONE MILLION FOUR HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$1,425,000.00)** from

**Account Number: R01H07RRR-DOH-LM 4430-14-000; for an adjusted total amount of NINE MILLION NINE HUNDRED AND SIXTY THOUSAND DOLLARS (\$9,960,000.00).**

**WHEREAS**, the Contractor has demonstrated to have the capacity to handle an increase in Tier 2 reviews to move applications through the environmental pipeline, as needed by the Home Repair, Reconstruction, or Relocation Program (R3 Program).

**WHEREAS**, in order for Contractor to meet the current and upcoming environmental clearance requirements of the R3 Program the Agreement must be amended.

**WHEREAS**, this Amendment increases the number of Tier 2 review packages from the current amount of four thousand (4,000) units to a total of six thousand (6,000) units.

**WHEREAS**, this Amendment increases the total amount of the Agreement by **FIVE MILLION TWO HUNDRED AND NINETY THOUSAND DOLLARS (\$5,290,000.00)** from **Account Number: R01H07RRR-DOH-LM 6090-61-000; for an adjusted total amount of FIFTEEN MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$15,250,000.00).**

**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 B.

**WHEREAS**, it is the intention of the Parties that this Amendment is not intended to effect nor does it constitute an extinguishing 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. AMENDMENTS**

- A. The Parties agree to replace **Attachment D** (Compensation Schedule) of the Agreement with a revised **Attachment D** (Compensation Schedule) that will bring the unit task cap to 6,000 units, which will increase the contract amount to \$15,250,000.00. The modified Compensation Schedule is incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment B (**Attachment 1 of this Amendment**).



- B. 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 **FIFTEEN MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$15,250,000.00)**; from **Accounts Numbers: R01H07RRR-DOH-LM 4190-10-000 / R01H07RRR-DOH-LM 4430-14-000 and R01H07RRR-DOH-LM 6090-61-000.**

- C. The Parties agree to replace **paragraph G** of **Article X. TERMINATION**, as follows:

**G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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D. The Parties agree to replace **Article LI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS**, as follows:

**LI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS**

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 a 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 **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; 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 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

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PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **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; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

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

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

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **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 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 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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## II. 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.

## III. 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.

## 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 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.

## V. 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.

## VI. 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.

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**VII. 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.

**VIII. 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.

**IX. 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.

**X. 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.

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**TETRA TECH, INC.**

*William O. Rodríguez Rodríguez*  
William O. Rodríguez Rodríguez (Jan 27, 2021 17:57 AST)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

*Jonathan Burgiel*  
Jonathan Burgiel (Jan 25, 2021 18:08 EST)

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

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# Attachment 1

## Revised 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 | 6,000    | \$465.00   | \$2,790,000.00         |
| Asbestos Inspection and Testing           | 6,000    | \$860.00   | \$5,160,000.00         |
| Lead-Based Paint Inspection and Testing   | 6,000    | \$820.00   | \$4,920,000.00         |
| <b>Sub-Total</b>                          |          |            | <b>\$12,870,000.00</b> |
| Allowance for Specialized Services        |          |            | \$2,280,000.00         |
| Allowance for Dissemination               |          |            | \$100,000.00           |
| <b>Total</b>                              |          |            | <b>\$15,250,000.00</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    |
| GIS Specialist                    | \$113.00    |

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# Amendment B to Tetra Tech Inc

Final Audit Report

2021-01-27

|                 |  |
|-----------------|--|
| Created:        | 2021-01-25                                     |
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