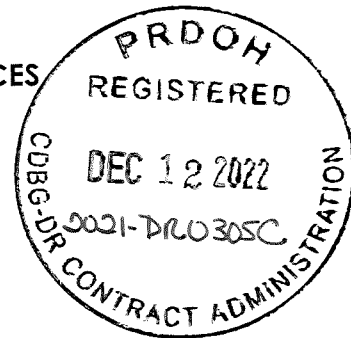




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT C TO AGREEMENT FOR
INCREASED CAPACITY – ENVIRONMENTAL SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TETRA TECH, INC.
Contract No. 2021-DR0305
Amendment No. 2021-DR0305C**



This **AMENDMENT C TO AGREEMENT FOR INCREASED CAPACITY - ENVIRONMENTAL SERVICES**, (**Amendment C**) is entered into in San Juan, Puerto Rico, this 12 day of December, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the "Department of Housing Governing Act" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **TETRA TECH, INC. (CONTRACTOR)**, with principal offices in 2301 Lucien Way Suite 120 Maitland, FL 32751, herein represented by Jonathan Burgiel, in her capacity as Business Unit President, of legal age, married, and resident of Orange County, FL duly authorized by Resolution by the CONTRACTOR (collectively, the **Parties**).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on June 24, 2021, the PRDOH and the CONTRACTOR entered into an Agreement, which was registered under Contract No. 2021-DR0305, for the performance of increased capacity – environmental services in connection with the CDBG-DR Program (**Agreement**).

WHEREAS, the PRDOH and the CONTRACTOR, agreed that, for allowable Increased Capacity – Environmental Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FOUR MILLION SEVEN HUNDRED NINETY-SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$4,796,250.00)**; to the CONTRACTOR from **ACCOUNT NUMBER R01H07RRR-DOH-LM 4190-10-000**, ending on June 24, 2024.

WHEREAS, the Agreement was amended on December 2, 2021, through **Amendment A**, registered as Contract No. 2021-DR0305A, to increase the total amount to **SIX MILLION TWO HUNDRED NINETY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$6,293,125.00)**.

WHEREAS, the Agreement was amended on April 13, 2022, through **Amendment B**, registered as Contract No. 2021-DR0305B, to replace **Attachment D** (Cost Form).

WHEREAS, the Parties wish to amend the Agreement to increase the Specialized Services budget by **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00)** for a new budget for Specialized Services of **FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$4,750,000.00)** and to replace **Attachment D** (Cost Form) with a modified **Attachment D** (Cost Form).

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WHEREAS, this Amendment increases the total amount of the Agreement for an adjusted total amount of **EIGHT MILLION FORTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$8,043,125.00)**.

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

WHEREAS, this Amendment C 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, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment C.

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

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

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

III. SCOPE OF AMENDMENT

Tetra Tech's contract includes five thousand five hundred (**5,500**) units and a budget of **THREE MILLION DOLLARS (\$3,000,000.00)** for Specialized Services related to covering these units. Tetra Tech has completed work on two thousand nine hundred forty (**2,940**) units and used approximately **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** for specialized services based on the approved RFAs (**Requests for Approval**). Based on this information and historical data with Tetra Tech, Inc.'s first and second contracts, it is estimated that the remaining budget for Specialized Services will not be sufficient to cover the remaining units pending completion. Therefore, the Parties agree to increase the Specialized Services budget by **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00)**. The additional funding will allow Tetra Tech to continue working: (1) current Specialized Services assignments in process; (2) future assignments that will require Specialized Services; (3) future Archaeological Monitoring assignments and; (4) other future program needs that may require Specialized Services. The new budget for Specialized Services of **FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$4,750,000.00)** is expected to be sufficient to cover the remaining cases assigned to Tetra Tech.

IV. AMENDMENT:

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment D** (Cost Form) with an amended **Attachment D** (Cost Form) with an adjusted total amount of **EIGHT MILLION FORTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$8,043,125.00)**. (See **Attachment I**).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to include a modified version of **Attachment H** (Contract Certification Requirement). (See **Attachment II**).

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C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment I** (Non-Conflict of Interest Certification). (See **Attachment III**).

D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, the **second** paragraph, renumbering the remaining paragraphs in order, with the following:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHT MILLION FORTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$8,043,125.00)**; Account Number: R01H07RRR-DOH-LM 4190-10-000/ R01H07RRR-DOH-LM/6090-61-000 R02H07RRR-DOH-LM 6090-01-000.*

E. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to add a new paragraph **O. Non-Conflict of Interest Certification**, as follows:

*O. The CONTRACTOR shall comply with **Attachment I** (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.*

F. The Parties agree to amend **Article XXVII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

G. The Parties agree to add **Article LIV. SYSTEM AWARD FOR MANAGEMENT (SAM) REGISTRATION** as follows:

*The CONTRACTOR certifies that it is cleared and eligible for the award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through*

final payment. The CONTRACTOR is responsible during performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

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

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, 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.

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.

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

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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. SURVIVAL OF TERMS AND CONDITIONS

The term 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 assurance, 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.

XIV. COMPLIANCE WITH THE DOCUMENTATION REQUIREMENTS NECESSARY FOR CONTRACTING PROFESSIONAL SERVICES WITH THE GOVERNMENT OF PUERTO RICO

PRDOH will sign this Amendment C provided that the CONTRACTOR submits proof of filing its 2021 tax return within **thirty (30) days** of Amendment C's signing. Failure to comply with the submission of the documentation may result in the withholding of reimbursements or the termination of the Agreement.

XV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. During the performance and through the final payment, the CONTRACTOR is responsible for the accuracy and completeness of the data within SAM. If the CONTRACTOR's SAM registration is inactive at the moment of execution of this Amendment, the CONTRACTOR acknowledges and agrees to take the necessary steps to activate the registration before the performance of any work under the Agreement. Failure to maintain registration in SAM can impact obligations and payments under the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]**

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

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PUERTO RICO DEPARTMENT OF
HOUSING

TETRA TECH, INC.

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 12, 2022 15:12 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

Jonathan Burgiel
Jonathan Burgiel (Dec 7, 2022 16:48 EST)

Jonathan Burgiel
Business Unit President



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment I

Revised Attachment D – Cost Form

Environmental Consulting Services

Tetra Tech, Inc.

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Per Unit Tasks

Task	Quantity	Unit Price	Total Cost
Environmental Surveys and Assessments (Site-Visits) ⁽¹⁾	5,500	\$250.00	\$2,915,000.00
Environmental Review (Tier 2 Review) ⁽¹⁾		\$280.00	
Re-evaluation of Project Intent	1,375	\$275.00	\$378,125.00
Sub-Total			\$3,293,125.00
Allowance for Specialized Services			\$4,750,000.00
Total			\$8,043,125.00

Professional Staff Rates for Specialized Services on Stand-By

Staff Position	Hourly Rate
Project Manager	\$204.75
Senior Environmental Engineer	\$194.25
Associate Environmental Engineer	\$101.85
Senior Environmental Scientist	\$191.10
Associate Environmental Scientist	\$100.80
Environmental Technician	\$51.45
Lead/Asbestos Inspector	\$123.90
SHPO Professional	\$135.45
Archaeologist	\$215.00
Archaeologist - (inclusive of all monitoring related activities, including reporting).	\$170.00
Wetland Specialist	\$135.45
Biological Expert	\$145.95
Floodplain Specialist	\$135.45
GIS Specialist	\$118.65

Notes:

(1) Environmental Consultant's compensation of R3 Application's Tier 2 Environmental Review will be divided into two (2) payments. The first payment may be issued upon completion of the environmental site visit and desktop review of the Storm-Damaged Property to determine: flood zone designation (FIRM, PFIRM, and ABFE), if the property is in a floodplain or not, if the property is classified as a historic property or is located in a historical district, and the year built of the property; among other relevant environmental considerations for the Program to responsibly evaluate, develop, and present a feasible scope of work for the Application. The second payment will be issued upon completion and approval by PRDOH's Certifying Officers of the Tier 2 Environmental Review for the Application. The process of the Tier 2 Environmental Review for the Application will be started by the Environmental Consultant upon Applicant acceptance of a preliminary Scope of Work presented by the Program.



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ATTACHMENT H

CERTIFICATION

TETRA TECH, INC.

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

Arqueo Consulting Group

Arql. Federico Lenin Freytes Rodríguez, Principal

Guánica, PR 00647, (939)289-9242

Services: Archaeology services

Proposed Amount: Services are be provided on an as needed basis

Caribe Environmental Services

Raúl Colón, P.E., P.H., President

Caguas, PR 00725, (787) 559-2002

Services: Environmental services

Proposed Amount: Services are be provided on an as needed basis

MForce Surveying

Carlos R. Fournier-Morales, PS, Principal

San Juan, PR 00917, (787) 548-1461

Services: Land surveying services

Proposed Amount: Services are be provided on an as needed basis

2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
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.

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

² 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.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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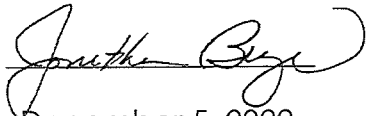
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4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or 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 (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, 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 (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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

By: Jonathan Burgiel
Business Unit President

Signature: 
Date: December 5, 2022



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ATTACHMENT I

NON-CONFLICT OF INTEREST CERTIFICATION

TETRA TECH, INC.

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."


Signature

December 5, 2022
Date

Jonathan Burgiel
Printed Name

Business Unit President
Position











2021-DR0305CTetra Increased Capacity - Environmental Services

Final Audit Report

2022-12-12

Created:	2022-12-07
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXNoTD2no09ibF9C-Unh_BcBWsMjs6T

"2021-DR0305CTetra Increased Capacity - Environmental Services" History

-  Document created by Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
2022-12-07 - 9:00:29 PM GMT
-  Document emailed to jonathan.burgiel@tetrattech.com for signature
2022-12-07 - 9:03:13 PM GMT
-  Email viewed by jonathan.burgiel@tetrattech.com
2022-12-07 - 9:25:22 PM GMT
-  Signer jonathan.burgiel@tetrattech.com entered name at signing as Jonathan Burgiel
2022-12-07 - 9:48:50 PM GMT
-  Document e-signed by Jonathan Burgiel (jonathan.burgiel@tetrattech.com)
Signature Date: 2022-12-07 - 9:48:52 PM GMT - Time Source: server
-  Document emailed to w.rodriquez@vivienda.pr.gov for signature
2022-12-07 - 9:48:54 PM GMT
-  Email viewed by w.rodriquez@vivienda.pr.gov
2022-12-12 - 7:11:47 PM GMT
-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-12-12 - 7:12:26 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
Signature Date: 2022-12-12 - 7:12:28 PM GMT - Time Source: server
-  Agreement completed.
2022-12-12 - 7:12:28 PM GMT



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