



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

**AMENDMENT D TO THE AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ARCADIS CARIBE, PSC
Contract No. 2020-DR0001
Amendment No. 2020-DR0001D**



This **AMENDMENT D TO AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES (Amendment D)** is entered in San Juan, Puerto Rico, this 11 day of January, 2023, 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 Ave., Juan C. Cordero Dávila Bldg., San Juan, Puerto Rico, herein represented by its Secretary, Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico; and **ARCADIS CARIBE, PSC (CONTRACTOR)**, with principal offices in 48 City View PLZ, Tower 1, STE 401, Guaynabo, Puerto Rico 00968, herein represented by its Vice-President, Efraín Calderón, of legal age, married, and resident of Caguas, Puerto Rico duly authorized by Resolution by the CONTRACTOR (collectively, the **Parties**).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 8, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for Environmental Consulting Services under the CDBG-DR Program, which was registered under Contract No. 2020-DR0001 (**Agreement**).

WHEREAS, the PRDOH and the CONTRACTOR agreed that for allowable Environmental Consulting Services performed during the term of the Agreement, PRDOH would pay to the CONTRACTOR a maximum amount not to exceed **SEVEN MILLION FIVE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$7,545,000.00)**; from **ACCOUNT NUMBER R01H07RRR-DOH-LM 4190-10-000**, ending on July 8, 2022.

WHEREAS, the Agreement was amended on August 6, 2019, through **Amendment A**, registered as Contract No. 2020-DR0001A, to conform the Agreement to federal, state, and local regulations and statutes. Neither the amount, account nor period of performance was modified in Amendment A.

WHEREAS, the Agreement was amended on August 20, 2021, through **Amendment B**, registered as Contract No. 2020-DR0001B. In summary, Amendment B served the purpose of replacing **Attachment D** (Compensation Schedule) and **Attachment F** (HUD General Provisions), including a new **Attachment G** (Contractor Certification Requirement), and increasing the total amount of the Agreement to **ELEVEN MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$11,675,000.00)**. This Amendment B did not modify the period of performance as set forth in Article II of the Agreement, as amended.

WHEREAS, the Agreement was amended on May 5, 2022, through **Amendment C**, registered as Contract No. 2020-DR0001C. In summary, Amendment C served the purpose of replacing **Attachment D** (Compensation Schedule) and extended the term until July 8, 2024.

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WHEREAS, with this Amendment D the Parties wish to amend the Agreement to replace **Attachment D** (Compensation Schedule). Neither the amount nor the term of the Agreement is modified in this Amendment D.

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

WHEREAS, this Amendment D 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 PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into 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 D.

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

TERMS AND CONDITIONS

II. SAVINGS CLAUSE

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

III. SCOPE OF AMENDMENT

The current budget for the CONTRACTOR's agreement for Specialized Services is \$2,500,000.00 of which approximately \$1,893,010.50 is currently approved under RFAs, leaving an available balance of \$606,989.50 for additional Specialized Services. The remaining Specialized Services budget is expected to surpass the needs for the environmental units expected to be completed by the CONTRACTOR. For this reason, the Parties agree to amend the **Attachment D** and reallocate funds from the Specialized Services to environmental service units to fund an additional 150 units for ACM/LBP /Tier 2. This will leave approximately \$334,739.50 for other Specialized Services once the funds are reallocated for additional environmental units.

IV. AMENDMENT

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment D** (Compensation Schedule) with **Attachment D** (Compensation Schedule). (See **Attachment I**).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to include a modified version of **Attachment G** (Contract Certification Requirement). (See **Attachment II**).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment H** (Non-Conflict of Interest Certification). (See **Attachment III**).

- D. 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. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (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 projects, activities, and/or operations.*

- E. 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.

- F. 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 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.*

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

V. HEADINGS

The titles of the paragraphs of this Amendment D 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 D.

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,

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and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

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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 D to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment D and any subsequent amendment thereto. The services object of this Amendment D may not be invoiced or paid until this Amendment D 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.

X. ENTIRE AGREEMENT

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

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment D 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 Amendment D is not executed by the PRDOH within **thirty (30)** days of execution by the other party, this Amendment D shall be null and void.

XIII. SURVIVAL OF TERMS AND CONDITIONS

The term and conditions of this Amendment D related to the following subjects shall survive the termination or expiration of this Amendment D: 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 D shall so survive.

XIV. 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 D, 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.

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

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

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

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

XVI. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY

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

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the "Contractor Certification Requirement" is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such

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Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment D and original Agreement.

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

PUERTO RICO DEPARTMENT OF HOUSING

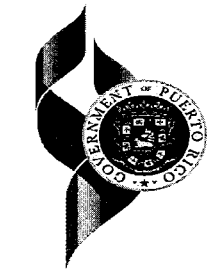
ARCADIS CARIBE, PSC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jan 11, 2023 16:39 AST)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Efraín Calderon Jr
Efraín Calderon Jr (Jan 10, 2023 17:00 AST)

Efraín Calderón
Vice-President



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Revised Attachment D – Compensation Schedule

Environmental Consulting Services

Arcadis Caribe, PSC.

Per Unit Tasks

Task	Quantity	Unit Price	Total Cost
Tier 2 Environmental Review Site Visit ⁽¹⁾	5,150	\$250.00	\$3,218,750.00
Site-Specific Tier 2 Environmental Review ⁽¹⁾		\$375.00	
Asbestos Inspection and Testing	5,150	\$595.00	\$3,064,250.00
Lead-Based Paint Inspection and Testing	5,150	\$595.00	\$3,064,250.00
Sub-Total			\$9,347,250.00
Allowance for Specialized Services			\$2,227,750.00
Allowance for Dissemination			\$100,000.00
Total			\$11,675,000.00

Professional Staff Rates for Specialized Services on Stand-By

Staff Position	Hourly Rate
Project Manager	\$92.00
Senior Environmental Engineer	\$115.00
Associate Environmental Engineer	\$85.00
Senior Environmental Scientist	\$105.00
Associate Environmental Scientist	\$85.00
Environmental Technician	\$55.00
Lead/Asbestos Inspector	\$85.00
SHPO Professional	\$100.00
Archaeologist	\$95.00
Archaeologist (inclusive of all monitoring related activities, including reporting).	\$95.00
Wetland Specialist	\$95.00
Biological Expert	\$95.00
Floodplain Specialist	\$95.00
GIS Specialist	\$85.00

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.

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

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ARCADIS CARIBE, PSC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Environmental Consulting Services** contract amendment by and between the **Puerto Rico Department of Housing** and **Arcadis Caribe PSC**:

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

a. Name of individual or firm, including names of principals and principal stakeholders.

"Principal stakeholders" shall mean all entities or individuals with an ownership or membership interest, as the case may be, equal to or higher than ten percent (10%) in a subcontractor. "Principals" shall mean persons and entities that have full authority to act on behalf of each subcontractor)

Sub-Contractor	Stakeholders	Category
Ambienta Inc.	Walter Soler	Wetland Specialist
Arqueo Consulting Group	Federico Freytes	Archaeologist
Best Environmental Consultants Inc.	Maria Vazquez	ACM/LBP
Engineering Solution Firm	Edwin Ayala	ACM/LBP
Innovate Corporation	Carirma Sanchez	ACM/LBP
Jeffrey B Walker	Jeffrey B Walker	Archaeologist
Jesus Vega Fernandez	Jesus Vega Fernandez	Archaeologist
Nortol Environment & Occupational	Norma Torres	ACM/LBP

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

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b. Principal terms and conditions of the contractual relation and role of the subcontractor

Sub-Contractor	Stakeholders	Category
Ambienta Inc.	Walter Soler	Wetland Specialist
Arqueo Consulting Group	Federico Freytes	Archaeologist
Best Environmental Consultants Inc.	Maria Vazquez	ACM/LBP
Engineering Solution Firm	Edwin Ayala	ACM/LBP
Innovate Corporation	Carirma Sanchez	ACM/LBP
Jeffrey B Walker	Jeffrey B Walker	Archaeologist
Jesus Vega Fernandez	Jesus Vega Fernandez	Archaeologist
Nortol Environment & Occupational	Norma Torres	ACM/LBP

c. Amount of proposed contract payable to each subcontractor

Each contractor is per site as per their proposals.

As of 11/15/2022 these are the amounts that have been paid

2022	
Ambienta Inc.	\$31,812.00
Arqueo Consulting Group	\$86,995.00
Engineering Solution Firm	\$35,843.36
Innovate Corporation	\$41,757.80
Jeffrey B Walker	\$7,250.00
Jesus Vega Fernandez	\$61,750.00
Nortol Environment & Occupational	\$414,919.17

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

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.

a. **Name of individual or firm, including names of principals or owners of the latter**

N/A

b. **Principal terms and conditions of the compensation sharing arrangement**

N/A

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

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

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or 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 representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

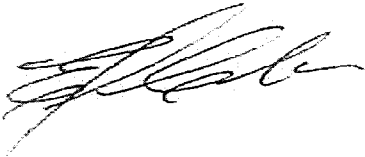
I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this 15 day of November of 2022.

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Signature

15 of November 2022

Date

Efraín Calderón

Printed Name

Vice-President

Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT III

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ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION ARCADIS CARIBE, PSC

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

11/28/2022

Date

Efrain Calderon, Jr.

Printed Name

Vice-President

Position











AMENDMENT D CONTRACT NO. 2020-DR0001

Final Audit Report

2023-01-11

Created:	2023-01-10
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWw3uEH7tFywVf4g_u5xoz4ZUO_1pq8L

"AMENDMENT D CONTRACT NO. 2020-DR0001" History

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2023-01-10 - 8:52:56 PM GMT
-  Document emailed to efrain.calderon@arcadis.com for signature
2023-01-10 - 8:55:48 PM GMT
-  Email viewed by efrain.calderon@arcadis.com
2023-01-10 - 8:56:16 PM GMT
-  Signer efrain.calderon@arcadis.com entered name at signing as Efrain Calderon Jr
2023-01-10 - 9:00:11 PM GMT
-  Document e-signed by Efrain Calderon Jr (efrain.calderon@arcadis.com)
Signature Date: 2023-01-10 - 9:00:13 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2023-01-10 - 9:00:14 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2023-01-11 - 8:39:03 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-01-11 - 8:39:41 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2023-01-11 - 8:39:43 PM GMT - Time Source: server
-  Agreement completed.
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