



Amendment D

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

AMENDMENT D TO THE AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3)
PROGRAM MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ICF INCORPORATED, LLC
Contract No. 2020-DR0002
Amendment D Contract No. 2020-DR0002D



This **AMENDMENT D TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM MANAGEMENT SERVICES** (**Amendment D** or **Amendment**) is entered into in San Juan, Puerto Rico, this 19 day of April, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 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 Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **ICF INCORPORATED, LLC (CONTRACTOR)**, with principal offices in 1902 Reston Metro Plaza, Reston, VA 20190 herein represented by Dorothy Shields, in his capacity as Sr. Director, Contracts, of legal age, single, and resident of Fairfax, Virginia duly authorized by Resolution by the CONTRACTOR dated June 29, 2022; collectively referred to herein as the "Parties".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 12, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for HOME REPAIR, RECONSTRUCTION, OR RELOCATION (**R3**) PROGRAM MANAGEMENT SERVICES, registered under Contract No. 2020-DR0002, for a maximum amount not to exceed **TWENTY-FIVE MILLION FIFTY-FOUR THOUSAND SEVENTY-NINE DOLLARS AND NINETY-TWO CENTS (\$25,054,079.92)**; from **ACCOUNT NUMBER ROIH07RRR-DOH-LM 4190-10-000**, ending on **July 11, 2022 (Agreement)**.

WHEREAS, as per Article XXXIII of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, the Agreement was amended on July 23, 2020, through Amendment A, registered as Contract No. 2020-DR0002A, to modify and amend certain terms and conditions of the Agreement. Additionally, **Attachment D** (Compensation Schedule) was replaced by a modified **Attachment D** (Compensation Schedule). The budget was increased to a total of **TWENTY-EIGHT MILLION TWO HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS AND NINETY-TWO CENTS (\$28,274,441.92)**. The term of the Agreement remained the same.

WHEREAS, the Agreement was amended on May 6, 2021, through Amendment B, registered as Contract No. 2020-DR0002B, to modify and amend certain terms and conditions of the Agreement. Additionally, **Attachment C** (Scope of Work) was replaced by a modified **Attachment C** (Scope of work), and **Attachment D** (Compensation Schedule) was replaced by a modified **Attachment D** (Compensation Schedule). The budget was increased to a total of **FORTY-ONE MILLION THREE HUNDRED SIXTY-SIX**

THOUSAND SEVENTY-EIGHT DOLLARS AND THREE CENTS (\$41,366,078.03). The term of the Agreement remained the same.

WHEREAS, the Agreement was amended on July 11, 2022, through Amendment C, registered as Contract No. 2020-DR0002C, to modify and amend certain terms and conditions of the Agreement. Additionally, **Attachment C** (Scope of Work) was replaced by a modified **Attachment C** (Scope of work), **Attachment D** (Compensation Schedule) was replaced by a modified **Attachment D** (Compensation Schedule), and **Attachment G** (Contractor Certification) was incorporated into the Agreement. The budget was increased to a total of **FIFTY-ONE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED NINETY-TWO DOLLARS AND FORTY-FIVE CETS (\$51,756,992.45)**. The term of the Agreement was extended by **twenty-four (24) months**, ending on **July 10, 2024**.

WHEREAS, it is the intention of the Parties that this Amendment 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.

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WHEREAS, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

II. SAVINGS CLAUSE

The information included in this Amendment 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. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

In order to continue assisting applicants, the R3 Program must modify the Program Manager's compensation schedule to redistribute funding across various tasks and include some clauses that will allow flexibility in using key resources assigned to the R3 Program based on its need. Subsequently, **Attachment D** (Compensation Schedule) is being replaced by a modified **Attachment D** (Compensation Schedule). The contract's overall budget is unaffected by the budget redistribution. Additionally, **Attachment G** (Contractor Certification) is being replaced by a revised **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification), a new attachment, is being included in the Agreement by reference.

IV. AMENDMENTS

- A. Attachment D** (Compensation Schedule) is being replaced by a modified **Attachment D** (Compensation Schedule) hereto incorporated by reference into the Agreement. **Attachment D** (Compensation Schedule) is divided into 1) the Program Management & Administration Task, 2) R3 Applications Per Unit Tasks, and 3) Other Tasks. Since the launch of the R3 Program, the Program Managers have been using their contract budget per the requirements of the R3 Program, which are determined by the award type (repair, reconstruction, or relocation) of the applications. Each award type is based on the condition and damage sustained by the structure, where it is located, and the site conditions. However, because the Program Managers do not necessarily control the application's award type, this has caused some of the Program Managers to unevenly use their budget or units allocated under different tasks in their contracts. As the

Program commences its fourth year of operation, the funding under specific tasks is close to depletion, while other tasks are projected to be underspent. Therefore, the R3 Program has identified the need to amend **Attachment D** (Compensation Schedule) to redistribute funding across different tasks to continue assisting its applicants. (See **Attachment I** of this **Amendment D**).

B. Attachment G (Contractor Certification) is being replaced by a modified **Attachment G** (Contractor Certification) hereto incorporated by reference into the Agreement. (See **Attachment II** of this **Amendment D**).

C. A new attachment named **Attachment H** (Non-Conflict of Interest Certification) is incorporated by reference into the Agreement. (See **Attachment III** of this **Amendment D**).

D. The Parties agree to update **Article XVII. NOTICES** as follows:

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To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Dorothy Shields
Sr. Director, Contracts
ICF Incorporated, LLC
1902 Reston Metro Plaza,
Reston, VA 20190

E. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include a new **paragraph M** as follows:

M. CONTRACTOR's debt with the Puerto Rico Department of Treasury: On February 14, 2023, the Puerto Rico Department of Treasury issued a letter stating that the CONTRACTOR's debt with the Puerto Rico Department of Treasury is under an administrative review by the Auxiliary Secretary of Internal Revenue. The CONTRACTOR is required to keep PRDOH updated on the administrative review's development. The CONTRACTOR shall pay the full amount of the debt and provide PRDOH with proof of payment if the administrative review does not result in an adjustment or elimination of the debt. The PRDOH reserves the right to withhold the payments the CONTRACTOR is entitled to receive under this Agreement if the CONTRACTOR fails to pay its obligation with the Puerto Rico Department of Treasury in accordance with Circular Letter No. 1300-16-16.

F. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include a new **paragraph O** 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-funded projects, activities, and/or operations.

G. The Parties agree to amend Article LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO) as follows:

LIV. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, as of the date hereof, the CONTRACTOR certifies that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Public Private Partnerships Authority, on behalf of the Central Recovery and Reconstruction Office of Puerto Rico. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

V. 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

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Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

VI. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

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. A signed copy of the 'Contractor Certification Requirement' is included as **Attachment II** of this Amendment D.

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 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 and original Agreement.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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

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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 by Act No. 127 of May 31, 2004.

XII. 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.

XIII. 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.

XIV. 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.

XV. SURVIVAL OF TERMS AND CONDITIONS

The terms 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 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, 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.

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

ICF INCORPORATED, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Apr 19, 2023 14:14 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Dorothy A. Shields
Dorothy A. Shields (Apr 14, 2023 11:33 EDT)

Dorothy Shields
Sr. Director, Contracts

Revised Compensation Schedule For Fourth Amendment

Program Management Services
ICF Incorporated, LLC

Program Management & Administration Task (Maximum Per Month)

Position	Qty. ⁽¹⁾	Hours / Month ⁽²⁾	Rate	Cost
Program Manager	1	200	\$ 272.15	\$ 54,429.27
Deputy Program Manager	1	200	\$ 196.18	\$ 39,236.55
Operations Manager	1	200	\$ 189.03	\$ 37,805.45
Regulatory Compliance Officer	1	200	\$ 171.20	\$ 34,240.14
Complaints Officer	1	200	\$ 69.01	\$ 13,802.31
Safety Officers	2	200	\$ 174.46	\$ 69,782.51
Special Inspectors	2	200	\$ 168.04	\$ 67,214.22
Base Max. Monthly Cost ⁽³⁾				\$ 316,510.47
Original Services Total for 5 Years (60 Months)				\$ 18,990,628.20
Reserve reallocated from other tasks				\$ 478,448.48
Services Total for 5 Years (60 Months)				\$ 19,469,076.68

R3 Applications Per Unit Tasks (Applications 1 to 1,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	1,000	1	\$ 2,426.76	\$ 2,426,760.00
R3 Damage Assessments	1,000	1	\$ 1,566.92	\$ 1,566,920.00
R3 Award Coordination	1,000	1	\$ 1,901.79	\$ 1,901,790.00
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	1,000	4	\$ 1,133.55	\$ 3,208,860.00
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 470.88	
R3 Application Closeout	1,000	1	\$ 234.14	\$ 234,140.00
				\$ 9,338,470.00

R3 Applications Per Unit Task (Application 1,001 to 3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	2,000	1	\$ 812.80	\$ 1,625,600.00
R3 Damage Assessments	2,000	1	\$ 1,139.38	\$ 2,278,760.00
R3 Award Coordination	2,000	1	\$ 1,470.60	\$ 2,941,200.00
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	2,000	4	\$ 852.57	\$ 4,796,600.00
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 346.58	
R3 Application Closeout	2,000	1	\$ 234.10	\$ 468,200.00
				\$ 12,110,360.00

R3 Applications Per Unit Task (Applications >3,000)

Task	Qty. Applications	Units / Application	Unit Price	Total Cost
R3 Complete Applications	2,250	1	\$ 757.08	\$ 1,703,430.00
R3 Damage Assessments	2,250	1	\$ 1,063.99	\$ 2,393,977.50
R3 Award Coordination	844	1	\$ 1,426.54	\$ 1,203,999.76
R3 Progress Inspections & Payment Requests (by PM) ⁽⁴⁾	610	4	\$ 750.39	\$ 1,287,624.60
R3 Progress Inspections & Payment Requests (by Municipality) ⁽⁴⁾		4	\$ 305.04	
R3 Application Closeout	1,063	1	\$ 234.07	\$ 248,816.41
				\$ 6,837,848.27

Other Tasks

Task	Quantity	Unit Price	Total Cost
R3 HQS Inspections	700	\$ 614.75	\$ 430,325.00
Appraisal of Home Market Value	3,800	\$ 481.93	\$ 1,831,334.00
Accepted Contingency Offers	700	\$ 950.90	\$ 665,626.50
Intake Centers	360	\$ 1,133.20	\$ 407,952.00
URA Administrative Fee	560	\$ 575.00	\$ 322,000.00
URA Reimbursement Allowance			\$ 344,000.00
			\$ 4,001,237.50

Total Contract Amount: \$ 51,756,992.45

Notes:

(1) Represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on allowed quantity of staff. Monthly cost cap will be based on the Base Max. Monthly Cost, as may be adjusted based on Program Manager performance (see Note #3).

(2) Represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on allowed level of effort per position. Monthly cost cap will be based on the Base Max. Monthly Cost, as may be adjusted based on Program Manager performance (see Note #3).

(3) Base Max. Monthly Cost will be adjusted each month based on Program Manager performance. To adjust the Base Max. Monthly Cost the total sum of the (i) quantity of awards executed or quantity of task orders issued, (ii) notices to proceed issued, and (iii) projects complete over each month will be compared with the PRDOH-established performance threshold of 175 as follows:

(i) If the Program Manager reaches exactly 175 awards executed, notices to proceed issued, and projects completed within a month, then the Base Max. Monthly Cost will be the maximum amount that can be invoiced by the Program Manager for the Program Management and Administration Task. No adjustment to the Base Max. Monthly Cost will be made under this scenario.

(ii) If the Program Manager falls short of 175 awards executed, notices to proceed, and projects completed within a month, then the Base Max. Monthly Cost for such month will be adjusted downwards in a directly proportional manner to the ratio between total awards executed, notices to proceed issued, and projects completed; and 175; up to a maximum deduction of 25%.

(iii) If the Program Manager exceeds 175 awards executed, notices to proceed, and projects completed within a month, then the Base Max. Monthly Cost for the such month will be adjusted upwards in a directly proportional manner to the ratio between total awards executed, notices to proceed issued, and projects completed; and 175; up to a maximum increase of 25%.

(iv) The above is applicable on the following month of the Program Manager having received a minimum of 125 environmental certifying officer approvals.

PRDOH reserves the right to modify this measure at any time after proper notification of the change to the Program Manager.

(4) It is assumed that R3 Progress Inspections & Payment Requests by PM or by Municipality have a 50/50 split of the total Applications for budgetary purposes. Nonetheless, Program Manager is allowed to invoice for any of both types of inspections up until the resulting total cost from the budget.

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

ICF INCORPORATED, LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for the **Program Management Services** contract amendment by and between the **Puerto Rico Department of Housing** and **ICF INCORPORATED, LLC**:

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

- **Aptim Environmental & Infrastructure, LLC** a wholly owned subsidiary of Aptim Government Solutions, LLC ("Principal Stakeholder")
Principals/Officers who are authorized to commit the company:
Alan Weakley, President
Wade Bass, Secretary
Bill Deane, Vice President
Bradley Lowe, Executive Vice President/Chief Financial Officer
Todd Kindler, Assistant Secretary
Kay Griffin, Treasurer

Principal terms and conditions of the contractual relations and role of the subcontractor:
Please see the redacted subcontract agreement between ICF and Aptim included with this Appendix C

Amount of contract payable to subcontractor: \$23,898,681.88

- **RAC Title Search, Inc.**
Principal Stakeholder: Ramon Chavez

Principal Terms and Conditions of the contractual relation and role of the subcontractor:
Please see the redacted subcontract agreement between ICF and RAC Title included with this Appendix C

Amount of contract payable to subcontractor: \$1,257,495.00

- **Delma Liz Sotero Cuadrado** (Consultant)

Principal Terms and Conditions of the contractual relation and role of the subcontractor:
Please see the redacted subcontract agreement between ICF and Delma Liz Sotero Cuadrado included with this Appendix C

Amount of contract payable to subcontractor: \$10,000.00

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

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- **CMA Architects& Engineering LLC**

Names of principals and principal stakeholders:

Alvin Rodríguez, Managing Member -Officer -Structural Engineering Director

José Torres Member – Officer Environmental Engineering Director

José Carro Member – Officer Civil & Transportation Engineering Director

Luis Merle Member – Officer Mechanical Engineering

Principal terms and conditions of the contractual relations and role of the

subcontractor: Please see the redacted subcontract agreement between ICF and CMA Architects& Engineering LLC included with this Appendix C

Amount of contract payable to subcontractor: \$368,000.00

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:

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

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.

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contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 9 day of February of 2023.

Dorothy A. Shields
Signature

February 9, 2023
Date

Dorothy A. Shields
Printed Name

Senior Director,
Contracts
Position

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ATTACHMENT H

NON-CONFLICT OF INTEREST CERTIFICATION

ICF INCORPORATED, LLC

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."

TRC DS

Signature

February 6, 2023

Date

Dorothy A. Shields
Printed Name

Sr. Director, Contracts
Position











ICF AMENDMENT D

Final Audit Report

2023-04-19

Created:	2023-04-14
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArGxpMmyNCQ6IT0FgytvOe3FI6AJbsfwW

"ICF AMENDMENT D" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2023-04-14 - 1:48:10 PM GMT
-  Document emailed to dotted.shields@icf.com for signature
2023-04-14 - 1:51:03 PM GMT
-  Email viewed by dotted.shields@icf.com
2023-04-14 - 2:57:12 PM GMT
-  Signer dotted.shields@icf.com entered name at signing as Dorothy A. Shields
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