



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

**AMENDMENT E TO THE AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ARCADIS CARIBE, PSC**
Contract No. 2020-DR0001
Amendment E No. 2020-DR0001E



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This **AMENDMENT E TO AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES (Amendment E or Amendment)** is entered in San Juan, Puerto Rico, this 10 day of November, 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 Avenue, San Juan, Puerto Rico, herein represented by its William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico; in his capacity as Secretary; and **ARCADIS CARIBE, PSC (CONTRACTOR)**, with principal offices in 48 City View PLZ, Tower 1, STE 401, Guaynabo, Puerto Rico, herein represented by Luis A. Santiago Bonilla, in his capacity as Operations Manager, of legal age, engineer, single, and resident of San Lorenzo, Puerto Rico, duly authorized by Resolution dated April 20, 2023 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, registered under Contract No. 2020-DR0001, for a maximum amount not to exceed **SEVEN MILLION FIVE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$7,545,000.00)**; Account Number: r01h07rrr-doh-lm-4190-10-000, ending on July 8, 2022 (**Agreement or Contract**).

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 for an additional **twenty-four (24) months** until July 8, 2024.

WHEREAS, the Agreement was amended on January 11, 2023, through **Amendment D**, registered as Contract No. 2020-DR0001D. In summary, Amendment D served the purpose of replacing **Attachment D** (Compensation Schedule) and include a modified version of **Attachment G** (Contract Certification Requirement). This Amendment also

affixed **Attachment H** (Non-Conflict Interest Certification) to the Contract. This Amendment D did not modify the amount, account nor period of performance.

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.

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

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 E 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 E. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The PRDOH has determined to amend the Agreement to redistribute the budget amount assigned to this Agreement among the tasks delineated within, after taking into consideration the current contracts that cover Environmental Services and the actual demand of task covered by the vendors. This redistribution is required to accommodate the current and anticipated future demand for Specialized Services. As a result, **Attachment D** (Compensation Schedule) will be updated. This Amendment does not modify the total budget amount, and will be distributed as follows:

- The quantity of tasks of Tier 2 Environmental Review Site Visit will be reduced from 5,150 in Amendment D to 4,750 in Amendment E, as a result, Total Cost for this Item will be reduced from \$1,287,500.00 to \$1,187,500.00.
- The quantity of Site-Specific Tier 2 Environmental Reviews will be reduced from 5,150 in Amendment D to 4,750 in Amendment E, as a result Total Cost for this Item also decreases from \$1,931,250.00 to \$1,781,250.00.
- The Total cost for the sum of both Tier 2 Environmental Review Site Visit and Site-Specific Tier 2 Environmental review has been reduced from \$3,218,750.00 to \$2,968,750.00.
- The quantity established for the task of Asbestos Inspection and Testing has been reduced from 5,150 in Amendment D to 4,925 in Amendment E. Total Cost for this task is reduced from \$3,064,250.00 to \$2,930,375.00.
- The quantity established for the task Lead-Based Paint Inspection and Testing has also been reduced from 5,150 in Amendment D to 4,925 in Amendment E. Total Cost for this task has decreased from \$3,064,250.00 to \$2,930,375.00.
- The Sub-Total for these tasks has decreased from \$9,347,250.00 to \$8,829,500.00.
- The amount set off for the Allowance for Dissemination task has been repurposed into the Allowance for Specialized Services. Consequently, Amendment E reduces the amount for this task from \$100,000.00 to \$0.00.
- The differences of these reductions have been added to the Allowance for Specialized Services Item, resulting in an increase for this Task of \$2,227,750.00 in Amendment D to \$2,845,500.00 in Amendment E.
- Attachment E has been modified to include a Note (2) detailing the following: "Whenever specialized services are to be used, the Selected Proposer(s) will submit to the PRDOH a Request for Authorization (RFA) that includes the justification and costs for the services. After the specialized services are approved by the PRDOH, or its designee, the Selected Proposer(s) shall execute the services in a prompt manner. Specialized services that may be billed by the Selected Proposer(s) under the specified allowance include (but are not limited to):

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Wetland Evaluations and Delineations, Phase II Environmental Site Assessments, Historical and Archeological Studies and Other Specialized Environmental Services."

- The inclusion of the preceding Note is based on Section 4.4 and subsections of Attachment C of the Original Contract No. 2020-DR0001.

Finally, Amendment E also modifies **Attachment E** (Insurance Requirements), **Attachment G** (Contractor Certification) and **Attachment H** (Non-Conflict of Interest Certification).

IV. AMENDMENT

- A. The Parties agree to replace Article IV. COMPENSATION AND PAYMENT, Paragraph B, to update the accounts numbers as follows:**

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed of ELEVEN MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$11,675,000.00), from Account Numbers: r01h07rrr-doh-lm 6090-61-000; r01h07rrr-doh-lm 6090-60-000; r02h07rrr-doh-lm 4190-10-000; r02h07rrr-doh-lm 6090-61-000; r02h07rrr-doh-lm 6090-61-000; r02h07rrr-doh-lm 6090-61-000.

- B. The Parties agree to replace Article XVII. NOTICES as follows:**

Article XVII. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

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 Luis A. Santiago Bonilla, PE
Arcadis Caribe, PSC
#48 City View Plaza 1, Suite 301 | Rd.
165, Km. 1.2
Guaynabo, Puerto Rico 00968

- C. The Parties agree to amend Article XIX. SUBCONTRACTS as follows:**

Article XIX. SUBCONTRACTS

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

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- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
 - ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
 - iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
 - iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
 - v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
 - vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

C. Monitoring: THE CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

E. Notification: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXI of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

- D.** The Parties agree to amend **Article XLVIII. 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:

XLVIII. 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):

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- 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. Th The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it has a contractual relationship with the following entities of the Government of Puerto Rico: PRDOH, Puerto Rico Aqueduct and Sewer Authority, and the Municipality of Caguas. 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 on 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.*

- E.** A revised **Attachment D** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Compensation Schedule). **Attachment D** (Compensation Schedule) will be amended to reflect a budget redistribution required to accommodate the current and anticipated future demand for Specialized Services. (**Attachment I** of this Amendment E).
- F.** A revised **Attachment E** (Insurance Requirements) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment E** (Insurance Requirements). (**Attachment II** of this Amendment E).
- G.** A revised **Attachment G** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment III** of this Amendment E).
- H.** A revised **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Non-Conflict of Interest Certification). (**Attachment IV** of this Amendment E).

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V. HEADINGS

The titles to the paragraphs of this Amendment E 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 E.

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

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment E 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

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

XIII. SURVIVAL OF TERMS AND CONDITIONS

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

XIV. 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.

XV. 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 Certification will render the contract null and void and the CONTRACTOR will have the

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obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment E and original Agreement.

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

PUERTO RICO DEPARTMENT OF HOUSING

ARCADIS CARIBE, PSC

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Nov 10, 2023 17:21 AST)
Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Luis A. Santiago Bonilla
Luis A. Santiago Bonilla, PE
Operations Manager

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT I

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⁾	4,750	\$250.00	\$2,968,750.00
Site-Specific Tier 2 Environmental Review ⁽¹⁾		\$375.00	
Asbestos Inspection and Testing	4,925	\$595.00	\$2,930,375.00
Lead-Based Paint Inspection and Testing	4,925	\$595.00	\$2,930,375.00
Sub-Total			\$8,829,500.00
Allowance for Specialized Services ⁽²⁾			\$2,845,500.00
Allowance for Dissemination			\$0.00
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

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- (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.
- (2) Whenever specialized services are to be used, the Selected Proposer(s) will submit to the PRDOH a Request for Authorization (RFA) that includes the justification and costs for the services. After the specialized services are approved by the PRDOH, or its designee, the Selected Proposer(s) shall execute the services in a prompt manner. Specialized services that may be billed by the Selected Proposer(s) under the specified allowance include (but are not limited to): Wetland Evaluations and Delineations, Phase II Environmental Site Assessments, Historical and Archeological Studies, and Other Specialized Environmental Services.

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ATTACHMENT E

INSURANCE REQUIREMENTS ENVIRONMENTAL CONSULTING SERVICES

Community Development Block Grant – Disaster Recovery Energy Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

- A. The successful proposer, before the **Contract execution**, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in satisfactory form to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

1. **(X) State Insurance Fund Workers' Compensation Insurance Policy**

In accordance with the Worker's Compensation Act No. 45, the successful **proposer** shall provide Worker's Compensation Insurance. The successful **proposer** shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

2. **(X) Commercial General Liability (Special Form) with LOC Classification that must include the services and or operations to be realized and including the following insurance limits and Coverages**

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Complete Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical payment	\$10,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	\$2,000,000 \$2,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$2,000,000 \$2,000,000



INSURANCE REQUIREMENTS
ENVIRONMENTAL CONSULTING SERVICES
Community Development Block Grant – Disaster Recovery Energy
Puerto Rico Department of Housing

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

3. (X) Automobile Liability Form including the following insurance coverages

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 10,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

4. (X) Contractors Pollution Liability;

Limit \$5,000,000

5. (X) Professional Liability &/or Errors & Omissions Policy

- (X)** Professional Liability for Project Manager, Senior Environmental Engineer, Associate Environmental Engineer, Senior Environmental Scientist, Associate Environmental Scientist, Environmental Technician, Lead Asbestos Inspector, SHPO Professional, Archeologist, Wetland Specialist, Biological Experts, Flood Plain Specialist, GIS Specialist and any other professional services related to the services must provide evidence of Professional Liability.

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

(X) each occurrence \$5,000,000

(X) Aggregate \$5,000,000

(X) Deductible \$ 5,000

X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth of Puerto Rico Insurance Code, when applicable.



**INSURANCE REQUIREMENTS
ENVIRONMENTAL CONSULTING SERVICES
Community Development Block Grant – Disaster Recovery Energy
Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

6. (X) Umbrella

Limit - \$10,000,000

- 7. (X)** The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing (*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.***

- (X) a.** Breach of warranty
- (X) b.** Waiver and / or Release of Subrogation
- (X) c.** Additional Insured Clause
- (X) d.** Hold Harmless Agreement
- (X) e.** 30 Days Cancellation Clause

B. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

- 1.** Be authorized to do business within the ***Commonwealth of Puerto Rico*** and have the corresponding ***license issued by the Commissioner of Insurance of Puerto Rico.***
- 2.** To be enjoying a good economic situation and classified under the Category ***of B+ by the AM Best Rating Guide.***
- 3.** Submit to the ****PRDOH*** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
- 4.** Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
- 5.** Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ****PRDOH***: Discuss any refund of unearned premium.



**INSURANCE REQUIREMENTS
ENVIRONMENTAL CONSULTING SERVICES
Community Development Block Grant – Disaster Recovery Energy
Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, **the full description of the project, work or service to be rendered.**
8. Not to make any **Endorsement** to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified,
9. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.
10. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.
11. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

C. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful **proposer**, as the prime contractor, has the duty to require each of the subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.



**INSURANCE REQUIREMENTS
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Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

Therefore, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the **certificates of insurance and/or bonds required** under the special conditions approved by the Insurance Section of the ***PRDOH**. All insurance policies shall remain in effect for the entire contractual period.

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In case of any **change order** and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps **to request the insurer to include such changes in all related insurance policies** and/or bond and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The ***PRDOH** reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

D. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the **"Special Conditions of Insurance and Bonds"** as set forth in this **Insurance Requirements** shall prevail over any other insurance specifications.

***PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.**

E. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

**INSURANCE REQUIREMENTS
ENVIRONMENTAL CONSULTING SERVICES
Community Development Block Grant – Disaster Recovery Energy
Puerto Rico Department of Housing**

SPECIAL INSURANCE AND BONDING SPECIFICATIONS

SERVICE TO BE RENDERED

**ENVIRONMENTAL CONSULTING SERVICES
Community Development Block Grant – Disaster Recovery Energy
Puerto Rico Department of Housing**

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September 26, 2023

Lonia Damaris Rodriguez
**Insurance Specialist
CDBG-DR/MIT Program**



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment G APPENDIX C

CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

Arcadis Caribe, PSC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Environmental Consulting Services** contract 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:

Ambienta Inc.

Walter Soler

Lump Sum Sub-Contract Agreement - Wetlands Specialist

Proposed Contract: \$37,000.00 thru July 8, 2024

Caribbean Aerial Surveys

Ramón Figueroa

Lump Sum Sub-Contract Agreement - GIS Specialist

Proposed Contract: \$27,000 thru July 8, 2024

Arqueo Consulting Group

Frederico Freites

Lump Sum Sub-Contract Agreement - Archaeologist

Proposed Contract: \$76,000 thru July 8, 2024

Jeff Walker

Lump Sum Sub-Contract Agreement - Archaeologist

Proposed Contract: \$18,000 thru July 8, 2024

Jesús Vega

Lump Sum Sub-Contract Agreement - Archaeologist

Proposed Contract: \$36,000 thru July 8, 2024

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

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. 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.

I hereby certify under penalty of perjury that the foregoing is complete, true, and correct on this 31st day of October of 2023.



Signature

October 31, 2023

Date

Luis A. Santiago, PE

Printed Name

Operations Manager

Position

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

The CONTRACTOR certifies that:

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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."

Luis A. Santiago

Signature

October 31, 2023

Date

Luis A. Santiago

Printed Name

Operations Manager

Position