



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

AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES FOR INFRASTRUCTURE PROGRAMS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TERA TECH, INC.

Contract No. 2022-DR0134

Amendment A Contract No. 2022-DR0134A



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This **AMENDMENT A TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES FOR INFRASTRUCTURE PROGRAMS (Amendment A or Amendment)** is entered into in San Juan, Puerto Rico, this 5 of December, 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 "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **TETRA TECH, INC. (CONTRACTOR)**, with principal offices in 2301 Lucien Way Suite 120 Maitland, Florida, US, herein represented by Jonathan Burgiel, in his capacity as Business Unit President, of legal age, married, and resident of Orlando, Florida, United States, duly authorized by Corporate Resolution issued on April 20, 2023; collectively referred to as the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 30, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for Program Management Services for the Infrastructure Programs, registered under Contract No. 2022-DR0134, for a maximum amount not to exceed **TWENTY-TWO MILLION ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY DOLLARS AND NINETY-TWO CENTS (\$22,135,220.92)**, from Account Numbers: R02M27CR-DOH-LM/R02M27CR-DOH-UN 6090-01-000, ending on August 29, 2024 (**Agreement or Contract**).

WHEREAS, as per Article XLIII 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, 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 A 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 A. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

III. SCOPE OF SERVICES

PRDOH has determined that a budgetary redistribution of the funds allocated for the general tasks on **Attachment C** (Compensation Schedule) is a required modification to the Contract. The CONTRACTOR's intention to offer more environmental review services generally and the task's identified funding shortage are the reasons behind this amendment request. This Amendment will not affect the total Contract budget. Consequently, the Parties agree to replace **Attachment C** (Compensation Schedule) with a modified version. Additionally, **Attachment G** (Contractor Certification Requirement) and **Attachment H** (Non-Conflict of Interest Certification) are being replaced with updated versions.

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IV. AMENDMENTS

A. The Parties agree to replace **Article I. TYPE OF CONTRACT** as follows:

Contract Type: *This is a fixed fee and hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the **Attachment C** (Compensation Schedule) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both Parties.*

Attachments Incorporated: *The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:*

Attachment A	Notice of Award
Attachment B	Scope of Services
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** to update the account 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 **TWENTY-TWO MILLION ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY DOLLARS AND NINETY-TWO CENTS (\$22,135,220.92)**, from Account Numbers: R02M27CR-DOH-LM/R02M27CR-DOH-UN 6090-01-000; 6090-60-000; 6090-61-000.*

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

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.*

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;*

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- 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: 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 XXIII 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 XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include a new Paragraph:

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 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.

E. The Parties agree to amend **Article XXVIII. 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:

XXVIII. 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. 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, it has contractual relationship with the following entities: Puerto Rico Electric Power Authority, Puerto Rico Department of Natural and Environmental Resources, Municipality of San Germán, Municipality of Corozal, Municipality of Moca, and PRDOH. 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.

F. A revised **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment C** (Compensation Schedule). **Attachment C** (Compensation Schedule) will be amended to reflect the budget redistribution between the Subtask Services and Environmental Reviews items as presented below: (**Attachment I** of this Amendment A).

Task Description	Original Amount	New Amount	Difference
Subtask Services (Table 3)	\$9,210,135.18	\$8,210,135.18	-\$1,000,000.00
Environmental Reviews (Table 4 and 5)	\$647,805.74	\$1,647,805.74	+\$1,000,000.00

**The total budget of \$22,135,220.92 contained in the Compensation Schedule is maintained without changes.*

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 II** of this Amendment A).

H. **Attachment H** (Non-Conflict of Interest Certification) is being added to the Agreement, hereto incorporated by reference into the Agreement. (**Attachment III** of this Agreement A).

V. HEADINGS

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administration 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.

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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.

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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, duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

IX. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act. No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

X. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and 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 shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

XII. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within thirty (30) days of execution by the other party, this Amendment shall be null and void.

XIII. 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.

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, 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.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

TETRA TECH, INC.

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 5, 2023 19:35 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Jonathan Burgiel
Jonathan Burgiel (Dec 5, 2023 10:04 EST)
Jonathan Burgiel
Business Unit President



ATTACHMENT C

COMPENSATION SCHEDULE

CITY REVITALIZATION PROGRAM

TETRA TECH INC.

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The following sections contains cost information that considers the hourly costs and unit costs provided by the Program Manager through a Best and Final Offer (BAFO) Cost Proposal submitted on January 27, 2021 in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2020-01.

On their BAFO, the Program Manager presented the hourly rates of their Key Staff and other Staff to address the Scope of Services included in this contract as a single contractor. The Program Manager presented their estimated Staff hours to address the Sub-tasks per each Project Level as established in the Scope of Services and in consideration of the number of Subrecipients and Projects provided by the PRDOH.

To award this contract the PRDOH has determined to select three (3) Program Managers and to equally divide the budget for the identified services. As a result of the selection, the PRDOH has adjusted the Maximum Costs for each Sub-task required in the Scope of Services. The Maximum Costs included in the following tables considers the number of services that will be required as determined by the PRDOH.

I. Key Staff:

Table 1 shows the Key Staff positions, Hourly Cost rates for each Key Staff Position, the Full Time Equivalent (FTE) resources per position, the Maximum Monthly Cost for each position, the total Maximum Monthly Cost and the Key Staff Total Cost for the term of thirty-six (36) months.

Table 1: Key Staff Cost

Key Staff Resource Position	Hourly Cost Rate	FTE	Max. Monthly cost (Based on 195 hrs)
Program Manager	\$259.81	1	\$50,662.95
Deputy Program Manager	\$206.00	1	\$40,170.00
Project Manager	\$181.27	1	\$35,347.65
Regulatory Compliance Officer	\$156.57	2	\$61,062.30
Outreach and Public Relations Coordinator	\$140.09	1	\$27,317.55
Infrastructure Data Manager	\$123.60	1	\$24,102.00
Project Assistant	\$80.03	3	\$46,817.55

Maximum Monthly Cost: \$285,480.00

Total Budget for Key Staff, for a period of 36 months, is [A] \$10,277,280.00.

II. Project Staff:

Table 2 shows the Resource Staff Position and the Hourly Cost Rate for each Staff position that will be used for compensation of services provided by Project Level and for Sub-Tasks included in the Scope of Services.

Table 2: Staff Cost

Staff Resource Position	Hourly Cost Rate
Construction Oversight Manager	\$119.48
Senior Engineer or Architect	\$206.00
Environmental Professional	\$155.90
Engineer	\$130.66
Senior Environmental Scientist	\$133.99
Environmental Reviewer	\$119.89
Business Analyst	\$141.05
Administrative Assistant	\$72.52

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Unit costs shown for tables 3, 4 and 5, are included as a measure of control of the use of resources and hours per subtask per Subrecipient per project level, this is not a not to exceed amount.

Table 3 presents the Project Unit Cost for each Project Level.

Table 3: Project Unit Cost for Projects Level 1 through Level 5

Subtask Id	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Subtask - 1.1	\$433.13	\$433.13	\$217.57	\$217.57	\$217.57
Subtask - 1.2	\$179.93	\$631.48	\$254.84	\$1,052.50	\$856.49
Subtask - 1.3	\$578.18	\$1,013.31	\$1,087.83	\$1,885.57	\$1,885.57
Subtask - 2.1	\$842.93	\$1,607.91	\$2,939.29	\$4,232.69	\$6,082.73
Subtask - 2.2	\$1,563.33	\$1,747.53	\$3,819.12	\$7,638.25	\$8,065.38
Subtask - 2.3	\$1,064.98	\$1,256.99	\$1,756.64	\$3,513.27	\$3,513.27
Subtask - 2.4	\$653.43	\$653.43	\$581.89	\$3,563.55	\$4,086.20
Subtask - 2.5	\$857.21	\$889.68	\$1,183.08	\$4,732.31	\$4,732.31
Subtask - 2.7	\$1,242.30	\$1,242.30	\$2,071.05	\$8,284.11	\$10,065.89
Subtask - 2.8	\$505.65	\$866.27	\$1,299.40	\$3,747.15	\$3,747.15
Subtask - 3.1	\$18,175.56	\$24,564.17	\$25,286.19	\$51,782.30	\$68,270.93
Subtask - 3.2	\$288.09	\$644.70	\$930.79	\$3,723.16	\$3,723.16

The total Subtasks services budget for Projects Level 1 through Level 5 is [B] \$8,210,135.18.

Table 4 and **Table 5** presents the unit costs for Environmental Review services. These services include preparation and review for the following environmental review determinations: Exempt Services, Categorially Excluded Subject to 58.5 (**CES**) and Categorially Not Excluded Subject to 58.5 (**CENST**) for each Project Level.

Table 4: Subtask 2.6 Unit Costs for Preparation Services by Projects Level

Environmental Review Determination	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Exempt Activities	\$77.95	\$77.95	\$77.95	\$155.90	\$155.90
CEST	\$1,986.90	\$1,986.90	\$1,986.90	\$2,055.16	\$2,323.13
CENST	\$431.68	\$431.68	\$431.68	\$509.63	\$587.58

Table 5: Subtask 2.6 Unit Costs for Review Services by Projects Level

Environmental Review Determination	Unit Cost for Projects Level 1	Unit Cost for Projects Level 2	Unit Cost for Projects Level 3	Unit Cost for Projects Level 4	Unit Cost for Projects Level 5
Exempt Activities	\$89.92	\$89.92	\$89.92	\$89.92	\$89.92
CEST	\$515.57	\$515.57	\$515.57	\$671.47	\$827.36
CENST	\$215.85	\$215.85	\$215.85	\$275.79	\$215.85

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The total Subtask 2.6 budget for Projects Level 1 through Level 5 is [C] \$1,647,805.74.

III. Specialized Services Allowance

As described in Scope of Services, regarding Specialized Services, the Program Manager may be required to perform additional services, specialized studies, additional assessments, or permitting to secure environmental clearance. **A total allowance of [D] \$2,000,000.00 has been included as part of this contract.**

IV. Total Contract Cost

The Total Contract Cost Awarded is the Total Sum of amounts shown in the previous sections, which is: [A] + [B] + [C] + [D] = \$22,135,220.92.

V. Budgets Re-Distribution

The PRDOH reserve the right to re-distribute budgets shown for the above items [A] through [D] if benefit to the Program successful execution without modifying the Total Contract Cost Awarded. The PRDOH may evaluate the need for re-distribution, and if determined the re-distribution is in benefit for the Program and the available balance of funds are validated, the PRDOH will provide written confirmation. Until the written confirmation is submitted by the PRDOH, the redistribution cannot be considered as authorized.



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

Tetra Tech, Inc.

The following is hereby certified to the Oversight Board regarding the request for authorization to amend the contract for Program Management Services for Infrastructure Programs by and between the **Puerto Rico Department of Housing** and **Tetra Tech, Inc.:**

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

As stated in Tetra Tech's proposal to the PRDOH, Tetra Tech has elected to align with several local small and minority businesses, Section 3 firms, as well as other recognized firms. A brief description of each firm appears below:

- **RomaBCI**
 - Name: Rosana Roig, President (**no additional Stakeholders**)
 - Address: PMB 192 400 Calaf Street, San Juan PR 00918
 - Phone: (787)729-8934
 - E-Mail: rroig@romabci.com
 - Services: Outreach and public relations assistance on an as needed basis.
 - Subcontract Amount: \$600,000.00 (current NTE)
- **Resilient Strategies Group, LLC**
 - Name: Jorge Ramirez, Principal (**no additional Stakeholders**)
 - Address: 173 Camino de los Jazmines, Dorado, PR 00646
 - Phone: (512) 633-4945
 - E-Mail: jorge@resilientsg.com
 - Services: Staff augmentation services for administrative staff on an as needed basis.
 - Subcontract Amount: \$222,000.00 (current NTE)
- **Industrial Security Products, Inc. (ISP)**
 - Name: Benjamin Nieves, President & CEO (no additional Stakeholders)
 - Address: Ave. West Main #600, Bayamon PR 00961
 - Phone: (787) 786-9241
 - E-Mail: ben@isprr.com
 - Services: Outreach and public relations assistance on an as needed basis.
 - Subcontract Amount: To be determined
- **AG Environmental PSC**
 - Name: Angel Garcia, President (no additional Stakeholders)
 - Address: 800 Ave Fernandez Juncos Ste 3, San Juan PR 00908
 - Phone: (787) 729-3333
 - E-Mail: angel@agepr.com
 - Services: Support environmental review activities on an as needed basis.
 - Subcontract Amount: To be determined
- **Elementz Engineering, PSC**
 - Name: Antoine F. Izquierdo, President (no additional Stakeholders)

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

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- Address: PO Box 51814, Toa Baja, PR 00950
- Phone: (787) 221-3255
- E-Mail: antoine@elementzcorp.com
- Services: Support environmental review activities on an as needed basis.
- Subcontract Amount: To be determined
- **ENTECH-PR, PSC**
 - Name: Roberto Lopez Esquerra, President (**no additional Stakeholders**)
 - Address: 352 Ave. San Claudio PMB 173, San Juan, PR 00926
 - Phone: (787) 765-6128
 - E-Mail: rlopez@mcpgrouppr.com
 - Services: Engineering and architecture resource staff on an as needed basis.
 - Subcontract Amount: To be determined
- **FITS, LLC**
 - Name: Eng. José C. Torres, President; Emg. Jose A Lebron, Vice President; Agustin A Aguilar, Director
 - Address: Bo. Piedras Blancas, Native Alers Ave, Aguada, PR 00602
 - Phone: (787) 626-6231
 - E-Mail: jose.c.torres@fitspr.com
 - Services: Engineering resource staff on an as needed basis.
 - Subcontract Amount: To be determined
- **Klein Engineering, PSC**
 - Name: Francisco R Klein, President (no additional Stakeholders)
 - Address: PO Box 12009, San Juan PR 00922
 - Phone: (787) 993-2071
 - E-Mail: francisco.klein@kepsc.com
 - Services: Engineering resource staff on an as needed basis.
 - Subcontract Amount: To be determined
- **PMG and Associates**
 - Name: Pedro M. García, President (no additional Stakeholders)
 - Address: PO Box 669 Caguas PR 00726
 - Phone: (787) 743-4761
 - E-Mail: pmgarcia@pmggroupllc.com
 - Services: Engineering resource staff on an as needed basis.
 - Subcontract Amount: To be determined
- **Engineering Services International (ESI)**
 - Name: Nestor O Rivera Galguera, President (no additional Stakeholders)
 - Address: 644 Ave Fernandez Juncos Suite 404, San Juan, Puerto Rico 00907
 - Phone: (787) 296-4941
 - E-Mail: riverane@esi-energy.com
 - Services: Staff augmentation services for administrative staff on an as needed basis.
 - Subcontract Amount: To be determined
- **KPMG, LLP**
 - Name; Anthony Monaco, Partner; Paul Knopp, Chair and CEO; Laura M. Newinski, Deputy Chair and Chief Operating Officer; Scott Flynn, Vice Chair – Audit; Greg Engel, Vice Chair, Tax; Carl Carande, Global Head of Advisory & U.S. Vice Chair, Advisory; Tandra Jackson, Vice Chair, Growth & Strategy; Darren Burton, Vice Chair, Human Resources; Lisa Madden, Vice Chair, Risk Management; Tonya Robinson, Vice Chair and General Counsel – Legal, Regulatory and Compliance; Claudia Saran, Partner, National Sector Leader, Industrial Manufacturing; Will Williams, Vice Chair - Operations
 - Address: 345 Park Avenue, New York, NY 10154
 - Phone: (212)758-9700

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- o E-mail: amonaco@kpmg.com
- o Services: Technical assistance related to compliance with federal grants on an as needed basis.
- o Subcontract Amount: To be determined

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:

None

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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.

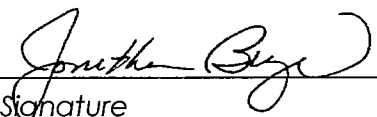
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4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or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

5. Neither the contractor, 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 27th day of September of 2023.



Signature

September 27, 2023

Date

Jonathan Burgiel

Printed Name

Business Unit President

Position

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.



ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

TETRA TECH, INC.

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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."

Jonathan Burgiel
Signature

September 27, 2023
Date

Jonathan Burgiel
Printed Name

Business Unit President
Position