



DEPARTMENT OF

HOUSING

GOVERNMENT OF PUERTO RICO

Amendment A

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

**AMENDMENT A TO THE AGREEMENT FOR
GEO/RAD SYSTEM PLANNING VENDOR SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ICF INCORPORATED, L.L.C.**

Contract No. 2025-DR0019

Amendment Contract No. 2025-DR0019A



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This **AMENDMENT A TO AGREEMENT GEO/RAD SYSTEM PLANNING VENDOR SERVICES, (Amendment or Amendment A)** is entered into in San Juan, Puerto Rico, this 9 day of March, 2025, 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 its Secretary, Hon. Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **ICF INCORPORATED, L.L.C. (CONTRACTOR)**, with principal offices in Reston, Virginia, USA, herein represented by Dorothy A. Shields, in her capacity as Senior Director-Contracts, of legal age, single, and resident of Fairfax, Virginia, USA, duly authorized by Corporate Resolution, dated February 12, 2024, by the CONTRACTOR; collectively the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 10, 2024, PRDOH and the CONTRACTOR entered into an Agreement for GEO/RAD SYSTEM PLANNING VENDOR SERVICES, registered as Contract No. 2025-DR0019, for a maximum amount not to exceed **SIXTY-NINE MILLION EIGHT HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND SIXTY-THREE CENTS (\$69,881,696.63)** from **Account Numbers: mitp01rad-doh-na 6090-01-000; r01p03api-pba-na 6090-01-000; r02p03api-pba-na 6090-01-000**; ending on September 9, 2027 (**Agreement**).

WHEREAS, as per Article XLII 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, this **Amendment A** 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 legal authority to do so on behalf of the respective party.

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

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

Aware of the reality of the projected data collection, data processing, and data delivery processes to be acquired, PRDOH considers it reasonable to adjust the payment percentages and milestone structure previously established in the original contract specifically for Task 9. The percentages assigned to each milestone are proportional to the type of product to be received, as well as its use for the Programs. This way, PRDOH ensures oversight throughout the surface data acquisition process, and, in alignment with the reimbursement process, distributing funds so a sufficient amount is available to carry out the services not delivered, in the event that the contracted vendor defaults.

Modifications to **Section XXI. NOTICES** of the Agreement are being incorporated via this **AMENDMENT A** to update the name of the current Secretary of PRDOH. Also, updated versions of **Attachment C** (Compensation Schedule), **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification). All other provisions of the original Agreement, including the total budget amount, remain unaltered.

IV. AMENDMENTS

A. **Section XXI. NOTICES** of the Agreement is being amended as follows:

[...]

Ciary Y. Pérez Peña

Secretary

CDBG-DR Grantee:

Puerto Rico Department of Housing

606 Barbosa Avenue

Juan C. Cordero Building

San Juan, Puerto Rico 00918

[...]

B. An updated version of **Attachment C** (Compensation Schedule) is hereto incorporated by reference into the Agreement to include the new payment structure for Task 9 and the new allowable invoicing per Task structure for Task 12. Moreover, a note has been included for Table 3: DR/MIT Distribution of Total Contract Cost, as well as edits to include and clarify the amount of per hour service costs related to Task 9 and 12. The total cost for Task 9 includes both per hour services costs and per task services costs that amounts to a total of \$36,937,806.91, distributed as per hour service cost for DR \$950,419.64 and \$950,419.65 for MIT. Likewise, Task 12 amounts to \$8,446,477.75 distributed as \$1,436,090.76 for per hour service cost. (**Attachment I**).

C. An updated version of **Attachment G** (Contractor Certification) is hereto incorporated by reference into the Agreement. (**Attachment II**).

D. An updated version of **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement. (**Attachment III**).

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V. HEADINGS

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

VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR/MIT 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/MIT 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, that are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

IX. COMPTROLLER REGISTRY

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

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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.

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XI. SEVERABILITY

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

XII. COUNTERPARTS

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

XIII. SURVIVAL OF TERMS AND CONDITIONS

The 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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.

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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**

ICF INCORPORATED, L.L.C.

Ciary Perez Peña
Ciary Perez Peña (Mar 9, 2025 17:29 EDT)

Dorothy A. Shields
Dorothy A. Shields (Mar 5, 2025 11:45 EST)

Ciary Y. Pérez Peña
Secretary

Dorothy A. Shields
Senior Director-Contracts

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ATTACHMENT C

COMPENSATION SCHEDULE

**GEO/RAD SYSTEM PLANNING VENDOR SERVICES UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER
RECOVERY AND THE COMMUNITY DEVELOPMENT BLOCK
GRANT – MITIGATION**

ICF INCORPORATED, LLC

The following section provides details on the Compensation Schedule for the Contract. The Compensation Schedule is in accordance with the Cost Form submitted by the Contractor as part of the Request for Proposals (RFP) No. CDBG-DRMIT-RFP-2023-02. The Compensation Schedule considers:

- **Per Hour Services Costs:** Hourly Rates to address the Tasks established in the Scope of Services.
- **Per Task Services Cost:** Unit prices for Task 9 and Task 12, as identified in the Scope of Services.

The PRDOH reserves the right to add, modify, or remove any cost cap established in this document. Any modifications to cost caps shall be established in writing by the PRDOH.

I. PER HOUR SERVICES COSTS \$27,834,342.02

Table 1 presents Hourly Rates for each Staffing Classification. The Contractor will be compensated based on hours worked combined with the hourly rates provided for each Staffing Classification.

Table 1: Per Hour Services Staffing Classification & Hourly Rates

| Staffing Classification | Rate |
|-------------------------------------|----------|
| Project Director | \$220.69 |
| Deputy Project Director | \$214.56 |
| Engagement Lead | \$152.68 |
| Planning Lead | \$201.85 |
| Technical Lead | \$221.54 |
| Training and Capacity Building Lead | \$199.68 |

| Staffing Classification | Rate |
|------------------------------------|----------|
| Training Specialists | \$97.35 |
| Project Managers | \$125.99 |
| Communications Specialists | \$111.53 |
| PRSDISP Analyst | \$125.99 |
| GIS Architect | \$181.47 |
| Cloud/IoT Engineer | \$190.57 |
| AI/ML Specialist | \$159.37 |
| Engagement Specialists | \$101.49 |
| Planning Specialists | \$115.31 |
| GIS Specialist – Sr. | \$154.43 |
| GIS Specialist – Mid | \$143.48 |
| GIS Specialist Jr (QA/QC) | \$106.00 |
| GIS CAD Specialist | \$125.21 |
| GIS Developer – Senior | \$171.19 |
| GIS DBA – Senior | \$158.43 |
| Climate Resilience SME | \$185.87 |
| Disaster Management SME | \$198.81 |
| Energy SME | \$177.04 |
| Communication Advisor | \$198.90 |
| GIS Data Strategist SME | \$214.47 |
| Cloud/Azure Architect SME | \$212.43 |
| GIS AI/ML Modeling SME | \$187.09 |
| PRSDISP Lead | \$213.57 |
| GIS Lead | \$199.22 |
| Geodatabase/ArcSDE Lead | \$174.65 |
| Remote Sensing Lead | \$194.08 |
| Remote Sensing/BIM Specialist | \$143.23 |
| Digital Twin/BIM Lead | \$228.33 |
| Legal Consulting Lead | \$196.28 |
| Legal Consultant – program/policy | \$168.24 |
| Legal Consultant – real estate | \$156.23 |
| Remote Sensing SME | \$254.08 |
| Program Consultant | \$236.46 |
| GIS Developer – Mid | \$151.14 |
| User Interface/User Experience SME | \$170.84 |

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The following terms and conditions apply to Per Hour Services under the Contract:

- Hourly Rates are fully loaded rates. These include overhead, profit, royalties, reimbursable costs, travel, fringe benefits, taxes, as well as any other additional fees and administrative cost associated to the provision of the System Planning Vendor Services.
- Total Hours and Total Cost by task or position are for budgetary purposes only. These quantities and costs should not be interpreted as caps for the quantity of hours and costs associated with any specific task or position. Invoicing shall be based on the actual needs of the resources for the services requested by PRDOH to effectively complete the Scope of Service.
- The Contractor must classify and invoice the Per Hour Services by Task of the Scope of Services and by Grant (CDBG-DR or CDBG-MIT), as shown in Table 3.
- The PRDOH reserves the right to request the removal of any staff not performing to standard. Any additional Leadership and Technical Staff will require a written authorization from the PRDOH before the new staff member(s) can commence work. No staff may be assigned to the contemplated contract without the written consent of the PRDOH, and any service performed without PRDOH's written authorization cannot be invoiced and will not be paid.

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II. PER TASK SERVICES COST \$42,047,354.61

Table 2 presents per Task unit cost with their contracted quantities. The Contractor will be compensated based on the acquisition of data and submissions to PRDOH as established in the Scope of Service.

| Table 2: Per Task Unit Prices & Quantities | | | | |
|---|-----------------|----------------|--------------|------------------------|
| Task | Unit of Measure | Unit Price [A] | Quantity [B] | Total Cost [C = A x B] |
| Surface Data Acquisition | | | | |
| Compass Data – Mobile Mapping | Miles | \$334.32 | 21,378 | \$7,141,092.96 |
| ICF – (BIM) AutoDesk Revit | License | \$3,025.04 | 3 | \$9,075.12 |
| Merrick – BIM | Square foot | \$0.86 | 22,000,000 | \$18,920,000.00 |
| Merrick – LiDAR | Square Miles | \$986.78 | 3,442 | \$3,396,496.76 |
| Merrick – Orthomosaic | Square Miles | \$1,616.59 | 3,442 | \$5,564,302.78 |
| Subtotal: | | | | \$35,036,967.62 |
| GIS and Software Licenses | | | | |
| GMT – ArcGIS Drone2Map Advanced for GMT – ArcGIS Online Annual Subscription | License | \$4,152.01 | 2 | \$8,304.02 |
| GMT – ArcGIS Enterprise Advanced (Maintenance) | License | \$13,049.18 | 40 | \$521,967.20 |
| GMT – ArcGIS Enterprise Advanced (Perpetual) | License | \$52,196.69 | 20 | \$1,043,933.80 |
| GMT – ArcGIS Enterprise Editor (Annual) | License | \$260.99 | 40 | \$10,439.60 |
| GMT – ArcGIS Enterprise Editor Perpetual (Maintenance) | License | \$260.99 | 200 | \$52,198.00 |

| Task | Unit of Measure | Unit Price [A] | Quantity [B] | Total Cost [C = A x B] |
|---|-----------------|----------------|--------------|------------------------|
| GMT – ArcGIS Enterprise Editor Perpetual (Perpetual) | License | \$1,038.55 | 100 | \$103,855.00 |
| GMT – ArcGIS Enterprise GIS Professional Advanced (Maintenance) | License | \$4,507.90 | 120 | \$540,948.00 |
| GMT – ArcGIS Enterprise GIS Professional Advanced (Perpetual) | License | \$12,871.23 | 60 | \$772,273.80 |
| GMT – ArcGIS Enterprise Mobile Worker (Annual) | License | \$457.27 | 40 | \$18,290.80 |
| GMT – ArcGIS Enterprise Mobile Worker Perpetual (Maintenance) | License | \$457.27 | 200 | \$91,454.00 |
| GMT – ArcGIS Enterprise Mobile Worker Perpetual (Perpetual) | License | \$1,809.63 | 100 | \$180,963.00 |
| GMT – ArcGIS Enterprise Parcel Fabric User Type Extension Annual Subscription (Maintenance) | License | \$260.99 | 30 | \$7,829.70 |
| GMT – ArcGIS Enterprise Parcel Fabric User Type Extension Annual Subscription (Perpetual) | License | \$260.99 | 30 | \$7,829.70 |
| GMT – ArcGIS Enterprise Utility Network User Type Extension Annual Subscription (Maintenance) | License | \$260.99 | 30 | \$7,829.70 |
| GMT – ArcGIS Enterprise Utility Network User Type Extension Annual Subscription (Perpetual) | License | \$260.99 | 30 | \$7,829.70 |
| GMT – ArcGIS GeoAnalytics Server (Maintenance) | License | \$6,524.59 | 3 | \$19,573.77 |
| GMT – ArcGIS GeoAnalytics Server (Perpetual) | License | \$26,098.35 | 3 | \$78,295.05 |
| GMT – ArcGIS GeoEvent Server (Maintenance) | License | \$6,524.59 | 3 | \$19,573.77 |
| GMT – ArcGIS GeoEvent Server (Perpetual) | License | \$26,098.35 | 3 | \$78,295.05 |
| GMT – ArcGIS Hub Premium Unlimited Population | License | \$94,903.08 | 2 | \$189,806.16 |
| GMT – ArcGIS Image Server (Maintenance) | License | \$6,524.59 | 6 | \$39,147.54 |
| GMT – ArcGIS Image Server (Perpetual) | License | \$26,098.35 | 6 | \$156,590.10 |
| GMT – ArcGIS Mission Server (Maintenance) | License | \$6,524.59 | 3 | \$19,573.77 |
| GMT – ArcGIS Mission Server (Perpetual) | License | \$26,098.35 | 3 | \$78,295.05 |
| GMT – ArcGIS Monitor – Enterprise (Maintenance) | License | \$3,262.30 | 20 | \$65,246.00 |
| GMT – ArcGIS Monitor – Enterprise (Perpetual) | License | \$13,049.18 | 20 | \$260,983.60 |
| GMT – ArcGIS Notebook Server (Maintenance) | License | \$6,524.59 | 3 | \$19,573.77 |
| GMT – ArcGIS Notebook Server (Perpetual) | License | \$26,098.35 | 3 | \$78,295.05 |
| GMT – ArcGIS Online Additional Service Credits Block (Maintenance) | License | \$143.44 | 600 | \$86,064.00 |
| GMT – ArcGIS Online Additional Service Credits Block (Perpetual) | License | \$142.36 | 300 | \$42,708.00 |

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| Task | Unit of Measure | Unit Price [A] | Quantity [B] | Total Cost [C = A x B] |
|--|-----------------|----------------|--------------|------------------------|
| GMT – ArcGIS Online Creator Annual Subscription (Maintenance) | License | \$653.54 | 400 | \$261,416.00 |
| GMT – ArcGIS Online Creator Annual Subscription (Perpetual) | License | \$652.46 | 200 | \$130,492.00 |
| GMT – ArcGIS Pro Extensions Bundle for Enterprise (Maintenance) | License | \$1,631.69 | 80 | \$130,535.20 |
| GMT – ArcGIS Pro Extensions Bundle for Enterprise (Perpetual) | License | \$9,786.88 | 40 | \$391,475.20 |
| GMT – ArcGIS Roads and Highways Enterprise Extension (Maintenance) | License | \$3,262.30 | 3 | \$9,786.90 |
| GMT – ArcGIS Roads and Highways Enterprise Extension (Perpetual) | License | \$13,049.18 | 3 | \$39,147.54 |
| GMT – ArcGIS StreetMap Premium Enterprise HERE Strategic Annual Subscription (Maintenance) | License | \$29,657.21 | 1 | \$29,657.21 |
| GMT – ArcGIS StreetMap Premium Enterprise HERE Strategic Annual Subscription (Perpetual) | License | \$29,657.21 | 1 | \$29,657.21 |
| ICF – ArcGIS Enterprise Advanced (Hosting) | Instance | \$2,566.92 | 40 | \$102,676.80 |
| ICF – ArcGIS GeoAnalytics Server (Hosting) | Instance | \$4,959.12 | 6 | \$29,754.72 |
| ICF – ArcGIS GeoEvent Server (Hosting) | Instance | \$2,566.92 | 6 | \$15,401.52 |
| ICF – ArcGIS Image Server (Hosting) | Instance | \$4,464.12 | 40 | \$178,564.80 |
| ICF – ArcGIS Mission Server (Hosting) | Instance | \$2,566.92 | 6 | \$15,401.52 |
| ICF – ArcGIS Monitor – Enterprise (Hosting) | Instance | \$2,566.92 | 40 | \$102,676.80 |
| ICF – ArcGIS Notebook Server (Hosting) | Instance | \$2,566.92 | 6 | \$15,401.52 |
| ICF – ArcGIS Roads and Highways Enterprise Extension (Hosting) | Instance | \$2,566.92 | 6 | \$15,401.52 |
| ICF – Azure Blob Storage 16TB | Year | \$12,402.33 | 2 | \$24,804.66 |
| ICF – Azure NetApp Files (NAS Storage for GMT – ArcGIS) | Year | \$5,202.42 | 2 | \$10,404.84 |
| ICF – Azure Standards Hosting Services (Security, Networking, etc.) | Instance | \$51,765.32 | 2 | \$103,530.64 |
| ICF – Custom Applications | Application | \$1,877.79 | 9 | \$16,900.11 |
| ICF – PostgreSQL Geodatabase | Instance | \$16,429.28 | 20 | \$328,585.60 |
| ICF – Safe FME (Hosting) | Year | \$2,566.92 | 4 | \$10,267.68 |
| ICF – Safe FME (License Maintenance) | License | \$2,156.89 | 2 | \$4,313.78 |
| ICF – Safe FME (License) | License | \$15,098.22 | 2 | \$30,196.44 |
| GMT – ArcGIS Enterprise additional Cores (License – up to 4 Cores) | License | \$13,049.18 | 20 | \$260,983.60 |
| ICF – ArcGIS Enterprise Advanced – Large (Hosting) | Instance | \$7,346.80 | 8 | \$58,774.40 |
| ICF – ArcGIS Enterprise Advanced – Standard (Hosting) | Instance | \$2,566.92 | 16 | \$41,070.72 |
| Azure Data Ingestion (Azure Data Factory, etc.) | Year | \$7,570.68 | 2 | \$15,141.36 |
| Subtotal: | | | | \$7,010,386.99 |

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The following terms and conditions apply to Per Hour Services under the Contract:

- Unit Prices are fully loaded. These include overhead, profit, royalties, reimbursable costs, travel, taxes, as well as any other additional fees and administrative cost associated to the provision of the System Planning Vendor Services.
- Quantity and Total Cost are for budgetary purposes only. These quantities and costs should not be interpreted as caps for the quantity of goods/services associated with any specific task. Invoicing shall be based on the actual needs of the goods/services for the tasks requested by PRDOH to effectively complete the Scope of Service.
- The Contractor will be compensated for each task completed and good/service acquired for Task 9 and Task 12, in accordance with the Scope of Services.
- The Contractor must classify and invoice the Per Task Services by Task of the Scope of Services and by Grant (CDBG-DR or CDBG-MIT), as shown in Table 3.

III. TOTAL CONTRACT COST..... \$69,881,696.63

The Total Contract Cost Awarded is the Total Sum of amounts shown in the previous sections; which is: \$27,834,342.02 of Per Hour Services Costs, plus \$42,047,354.61 for Per Task Services Cost; for a **Total Contract Cost of \$69,881,696.63.**

The Total Contract Cost is distributed by Task and Grant as shown in Table 3. The distribution is for budgeting and expenditure administration purposes only. The contractor must classify and invoice on a per hour or per unit price basis, and by task according to each Grant.

The distribution is an estimate and could vary during the contract's implementation. The distribution can be changed without the need for a contract amendment. Refer to Section IV – Budget Redistribution for further information.

Table 3: DR/MIT Distribution of Total Contract Cost

| Task | DR | MIT | Cost |
|--|-----------------|-----------------|-----------------|
| Task 1: Stakeholder Engagement | \$819,145.20 | \$819,145.20 | \$1,638,290.40 |
| Task 2: Technical Standards | \$364,996.42 | \$364,996.42 | \$ 729,992.83 |
| Task 3: Data Inventory and Collection | \$3,099,601.12 | \$1,033,200.37 | \$4,132,801.49 |
| Task 4: Gap Analysis | \$2,538,387.49 | \$846,129.16 | \$3,384,516.65 |
| Task 5: Data Aggregation and Production | \$2,156,433.04 | \$2,156,433.04 | \$4,312,866.07 |
| Task 6: PR Geodatabase 1.0 and Web-based Geoportal | \$2,266,053.98 | \$2,266,053.98 | \$4,532,107.96 |
| Task 7: PRSDISP | \$2,024,291.07 | --- | \$2,024,291.07 |
| Task 8: Digital Twin Architecture, Design, and Implementation Plan | --- | \$1,020,529.75 | \$1,020,529.75 |
| Task 9: Surface Data Acquisition | \$18,468,903.48 | \$18,468,903.48 | \$36,937,806.95 |
| Task 9 – Per Hour Service Cost | \$950,419.66 | \$950,419.67 | \$1,900,839.33 |
| Task 9 – Per Task Service Cost | \$17,518,483.81 | \$17,518,483.81 | \$35,036,967.62 |

| Task | DR | MIT | Cost |
|---|-----------------|-----------------|-----------------|
| Task 10: Training and Capacity Building | \$841,177.33 | \$841,177.33 | \$1,682,354.66 |
| Task 11: Development of Business Plan | \$142,221.35 | \$426,664.04 | \$568,885.38 |
| Task 12: GIS and Software Licenses | \$8,446,477.75 | --- | \$8,446,477.75 |
| Task 12 – Per Hour Service Cost | \$1,436,090.76 | --- | \$1,436,090.76 |
| Task 12 – Per Task Service Cost | \$7,010,386.99 | --- | \$7,010,386.99 |
| Task 13: Project Administration and Oversight | \$235,387.84 | \$235,387.84 | \$470,775.67 |
| Total Cost | \$41,403,076.04 | \$28,478,620.59 | \$69,881,696.63 |

The total cost for Task 9 includes both labor and service cost that amounts to \$36,937,806.95 distributed as staffing cost for DR \$950,419.67 and \$950,419.67 for MIT. Likewise, Task 12 amounts to \$8,446,477.75 distributed as \$1,436,090.76 for staffing cost.

The table below identifies the deliverables, key milestones, and the percentages of task budget allowed for invoicing. Invoices with costs exceeding those shown in the column titled "Percentage of task budget allowed for invoicing" will not be paid without prior written authorization by PRDOH. In the event of a change in the task budget, the contractor shall invoice all unbilled remaining work at the time of the final approval of the deliverable or milestone. This is subject to the presentation of evidence of completed work and prior written authorization from PRDOH.

Table 4: Allowable Invoicing per Task

| Allowable Invoicing Per Task | | | |
|--|--|---|--|
| Task | Subtask/Deliverable | Milestone | Percentage of task budget allowed for invoicing |
| Task 1: Stakeholder Engagement | Stakeholder Engagement Plan | Approval of Stakeholder Engagement Plan | 25% |
| | Stakeholder Analysis Report | Approval of Draft Stakeholder Analysis Report | 50% |
| | | Approval of Final Stakeholder Analysis Report | 25% |
| Task 2: Technical Standards | Technical Standards Preliminary Report | Approval of Technical Standards Report | 100% |
| Task 3: Data Inventory and Collection | RDBMS of Existing Data | Approval of RDBMS by PRDOH | 100% |
| Task 4: Gap Analysis | Gap Analysis Report | Approval of Draft Gap Analysis Report | 50% |
| | | Approval of Comprehensive Gap Analysis Report | 50% |
| Task 5: Data Aggregation and Production | Data Aggregation and Production with the respective partial submissions. | Invoiced monthly with timesheets and supporting documentation to justify cost | Time and materials not to exceed budget per task |
| Task 6: Puerto Rico Geodatabase 1.0 and Web-based Geportal and data access | Puerto Rico Geodatabase 1.0 | Geodatabase 1.0 Beta release for testing by PRDOH and selected partners | 75% |
| | | Geodatabase 1.0 approved for public release | 25% |

| Allowable Invoicing Per Task | | | |
|--|--|--|--|
| Task | Subtask/Deliverable | Milestone | Percentage of task budget allowed for invoicing |
| analysis and visualization tools | Web-based Geoportal and data access analysis and visualization tools | Web-based Geoportal and data access analysis and visualization tools beta release for testing by PRDOH and selected partners | 75% |
| | | Web-based Geoportal and data access analysis and visualization tools approved for public release | 25% |
| Task 7: Puerto Rico Spatial Data Infrastructure Strategic Plan | PRSDISP | Draft PRSDISP approved by PRDOH | 75% |
| | | Final PRSDISP approved by PRDOH | 25% |
| Task 8: Digital Twin Architecture, Design, and Implementation Plan | Digital Twin Architecture, Design, and Implementation Plan | Draft Digital Twin Architecture, Design and Implementation Plan approved by PRDOH | 75% |
| | | Final Digital Twin Architecture, Design and Implementation Plan approved by PRDOH | 25% |
| Task 9: Acquisition of Surface Data | Administration and Oversight | Reimbursed for labor invoiced monthly | Time not to exceed budget per task |
| | Mobile Mapping Data | Data Acquisition | 40% |
| | | Data Processing | 30% |
| | | Data Delivery | 30% |
| | Aerial Imagery and LIDAR | Data Acquisition | 50% |
| | | Data Processing | 20% |
| | | Data Delivery | 30% |
| | BIM Data | Data Acquisition | 40% |
| | | Data Processing | 30% |
| | | Data Delivery | 30% |
| Task 10: Training and Capacity Building | Training and Capacity Building | Invoiced monthly with timesheets and supporting documentation including Training and Capacity Building Report | Time and materials not to exceed budget per task |
| Task 11: Business Plan | Business Plan | Draft Business Plan approved by PRDOH | 75% |
| | | Final Business Plan approved by PRDOH | 25% |
| Task 12: GIS and Software licenses | Administration and Oversight | Reimbursed for labor invoiced monthly | Time not to exceed budget per task |
| | GIS and Software licenses | Reimbursed for cost invoiced monthly | Materials not to exceed budget per task |

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| Allowable Invoicing Per Task | | | |
|--|--------------------------------------|---|--|
| Task | Subtask/Deliverable | Milestone | Percentage of task budget allowed for invoicing |
| | IT Infrastructure | Reimbursed for cost invoiced monthly | Materials not to exceed budget per task |
| | GIS Maintenance | Reimbursed for cost invoiced monthly | Materials not to exceed budget per task |
| Task 13: Project Management Administration and Oversight | Project Administration and Oversight | Invoiced monthly with timesheets and supporting documentation to justify cost | Time and materials not to exceed budget per task |

IV. BUDGET RE-DISTRIBUTION

The PRDOH reserves the right to re-distribute budgets shown for the above items if in benefit to GEO/RAD Program's 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. A re-distribution of funds, as described here, shall be considered binding and will not require an amendment to this contract.

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**APPENDIX C
CONTRACTOR CERTIFICATION
FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO
CONTRACTS REVIEW POLICY
ICF INCORPORATED, L.L.C.**

The following is hereby certified to the Oversight Board regarding the request for authorization to execute a contract amendment for **GEO/RAD System Planning Vendors Services** by and between the **Puerto Rico Department of Housing** and **ICF INCORPORATED, L.L.C.:**

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

Compass Data, Inc:

Margaet J. Howard
William B. Howard
Katherine L. Schlatter
William H. Howard

Principal terms and conditions of the contractual relation and role of the subcontractor
Please see the attached signed subcontract agreement. Role: Mobile Mapping

Amount of proposed contract payable to subcontractor: \$2,310,318.69

ECR Engineering, LLC

Excel Colon, President & Principal Engineer PE

Principal terms and conditions of the contractual relation and role of the subcontractor
Please see the attached signed subcontract agreement. Role: GIS Support

Amount of proposed contract payable to subcontractor: \$740,250.00

Environmental Mapping Consultants LLC

Dr. William J. Hernandez, Executive Director

Principal terms and conditions of the contractual relation and role of the subcontractor
Please see the attached signed subcontract agreement. Role: GIS Support

Amount of proposed contract payable to subcontractor: \$666,660.25

Merrick and Company

Christopher Sherry

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

Principal terms and conditions of the contractual relation and role of the subcontractor
Please see the attached signed subcontract agreement. Role: Surface Data Acquisition

Amount of proposed contract payable to subcontractor: \$13,070,546.40

Roshandel LLC
Ali Roshandel

Principal terms and conditions of the contractual relation and role of the subcontractor
Please see the attached signed subcontract agreement. Role: PR Spatial Data
Infrastructure Strategic Plan Lead

Amount of proposed contract payable to each subcontractor: \$535,800.00

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 subcontractors, 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 27 day of December of 2024.

Dorothy A. Shields
Signature

December 27, 2024
Date

Dorothy A. Shields
Printed Name

Senior Director, Contracts
Position

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ATTACHMENT H
NON-CONFLICT OF INTEREST CERTIFICATION
ICF INCORPORATED, L.L.C.

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."

Dorothy A. Shields
Signature

Dorothy A. Shields
Printed Name

December 27, 2024
Date

Senior Director, Contracts
Position