



GOVERNMENT OF PUERTO RICO
Department of Housing

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

**AGREEMENT FOR
 ENVIROMENTAL CONSULTING SERVICES
 BETWEEN THE
 PUERTO RICO DEPARTMENT OF HOUSING
 AND
 ARCADIS CARIBE, PSC**



THIS AGREEMENT FOR Environmental Consulting Services, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 8 of July, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **ARCADIS CARIBE, PSC** (hereinafter, the "CONTRACTOR"), with principal offices in 48 Carr.165 OFC 401 Guaynabo, Puerto Rico 00968, herein represented by Efraín Calderón, in his capacity as Vice- President, of legal age, married, and resident of Caguas, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. 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.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the Governor of Puerto Rico, Ricardo Rosselló Neváres, to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the Governor of Puerto Rico as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register, Vol. 83, No. 157 (83 FR 40314). With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

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WHEREAS, the PRDOH is interested in contracting an Environmental Consulting Services firm to assist PRDOH with the oversight and management of CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on September 19, 2018, the PRDOH issued Request for Proposals CDBG-DR-RFP-2018-03 "Environmental Consulting Services" with CDBG-DR funds. This request was placed through a public notice. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach two (2) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

WHEREAS, on October 17, 2018, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, the Evaluation Committee recommended Arcadis Caribe, PSC to perform the required services at a reasonable proposed cost (**Attachment A**) to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with Arcadis Caribe, PSC to secure its services and accepts the CONTRACTOR'S Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement (**Attachment A and B**).

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee contract. Under this Agreement, Contractor will submit monthly invoices to the PRDOH as the services are rendered (**Attachment D**). 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 | Bid Board, Environmental Consulting Services, CDBG-DR-RFP-2018-03, Notice of Award. Dated June 4, 2019 |
| Attachment B | Environmental Consulting Services under the Community Development Block Grant Disaster Recovery. CDBG-DR-RFP-2018-03. Qualifications and Work Approach. Dated October 17, 2018 |
| Attachment C | Scope of Services |
| Attachment D | Compensation Schedule |
| Attachment E | Insurance Requirements (DV-OSPA-78-5) |

Attachment F HUD General Provisions

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. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of thirty six (36) months, ending in July 8, 2022.
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months, or expressed in days, seven hundred and thirty (730) days upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** and **Attachment C** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR'S sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, 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.**
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** and **Attachment C**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR'S working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the CONTRACTOR account. These documents shall be open

for the PRDOH examination at all reasonable times during the term of this Agreement, and up to five (5) years after termination.

VIII. DOCUMENTATION AND RECORKEEPING

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- A. Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR'S records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. Contractor's Data and Privileged Information:** The CONTRACTOR is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

IX. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information

except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

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X. TERMINATION

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- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five (5) days' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

XI. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available

XII. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XIII. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or

liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for ninety (90) days written notice to be

given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XIV. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

XVI. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR'S employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel.

The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR'S, successors and assigns against all costs, expenses and liabilities, including without limitation reasonable attorneys' fees relative to the situation, in connection with the CONTRACTOR'S employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

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

Hon. Fernando Gil-Enseñat
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Efraín Calderón
48 Carr. 165
OFC 401
Guaynabo, PR 00968

XVIII. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XIX. SUBCONTRACTS

A. General: CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 on "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards", 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;

- 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.

XX. SECTION 3 CLAUSE

- A.** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C.** The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions) and the following provisions:

- A. **Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- B. **Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. **Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. **Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term

of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

- E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011". In connection with the possibility of a conflict of interest, this Act stipulates that no employee or executive of the CONTRACTOR, nor any member of his/her immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.

- K. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.
- L. Consequences of Non-Compliance:** The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all moneys received under this Agreement.

XXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- Loge*
- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- X*
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

XXIII. EQUAL OPPORTUNITY

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIV. CLEAN AIR ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXV. WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

Jose N

XXVI. SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

XXVII. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F**.

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

XXXI. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXII. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

XXXIII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

XXXIV. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

 The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XXXV. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONTRACTOR, corporation, or other entity without the prior, express, and written consent of the other party.

XXXVI. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XXXVII. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XXXVIII. SEVERABILITY

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

XXXIX. COUNTERPARTS

This Agreement 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.

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this Agreement CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

XLI. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

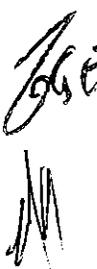
In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XLII. NON-CONVICTION

The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

 **XLIII. DRUG FREE WORKPLACE**

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

XLIV. HEADINGS

The titles to the paragraphs of this Agreement 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 Agreement.

XLV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 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. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

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

DEPARTMENT OF HOUSING

ARCADIS CARIBE, PSC



Fernando A. Gil-Enseñat, Esq.
Secretary



Efraín Calderón
Vice-President
Authorized Representative

DUNS Number: 787482780



GOVERNMENT OF PUERTO RICO
Department of Housing

Notice of Award
REQUEST FOR PROPOSALS – CDBG-DR-RFP-2018-03
ENVIRONMENTAL CONSULTING SERVICES

June 4, 2019

Efraín Calderón, Vice-President
Arcadis Caribe, PSC
48 Carr. 165 OFC 401
Guaynabo, PR 00968

By email: efraín.calderon@arcadis.com

Re: Request for Proposals No. CDBG-DR-RFP-2018-03
Environmental Consulting Services
Community Development Block Grant for Disaster Recovery

Dear Mr. Calderón,

On September 19, 2018, the Puerto Rico Department of Housing (PRDOH) issued Request for Proposals No. CDBG-DR-RFP-2018-03 for Environmental Consulting Services (the RFP) under the Community Development Block Grant for Disaster Recovery (CDBG-DR). The RFP sought to select firms that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, including but not limited to the Housing Programs.

In response to the RFP, Arcadis Caribe, PSC submitted a Proposal to the PRDOH on October 17, 2018. The Bid Board, with quorum duly constituted, pursuant to Article II, Section 1(e) of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the RFP, including the Evaluation Committee Report dated March 25, 2019, decided to issue an award under the RFP to Arcadis Caribe, PSC and Tetra Tech, inc. Both responsive and responsible Proposers whose Proposals are the most advantageous to the PRDOH in terms of price, qualifications and work approach set forth in the RFP (**Exhibit I**).

In addition to Arcadis Caribe, PSC's Proposal, the PRDOH received five additional Proposals, for a total of six responses to the RFP. Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach requirements. The Proposers who obtained a score greater than or equal to seventy (70) points in the evaluation of their Qualifications and Work Approach were considered "Qualified".

406 Barbosa Avenue, Building Juan C. Cordero Dávila Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
T. (787) 274-2527 | www.vivienda.pr.gov



As shown in Table 1, only three of the Proposers passed the Mandatory Requirements evaluation and thus evaluated on their Qualifications, Work Approach requirements.

A summary of the results of the evaluation of each Proposal, as evaluated by the Evaluation Committee is shown in the table below.

Table 1: Proposal Evaluation Summary

Proposer	Mandatory Req. Results	Qualification Req. Result	Work Approach Req. Results	Overall Technical Score	Qualified	Overall Proposal Cost	Price Per Point
CDM Caribbean Engineers, PSC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Tetra Tech, Inc.	Pass	56.25	38.75	95.00	Yes	\$16,200,000	\$170,526.32
Arcadis Caribe, PSC	Pass	54.00	22.38	76.38	Yes	\$43,620,000	\$571,091.91
CPM PR, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Integrated Global Solutions, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Behar Ybarra & Associates, LLP	Pass	50.25	23.75	74.00	Yes	\$62,106,000	\$839,270.27

Handwritten signature/initials

Tetra Tech, Inc., Arcadis Caribe, PSC, and Behar Ybarra & Associates, LLP were considered "Qualified" for the services and thus, were scored using the Price Per Point methodology as required by Section 8.4 of the RFP. This, to determine the Proposers whose Proposals were the most advantageous to the PRDOH.

The PRDOH Procurement Office, based on the recommendations of the Evaluation Committee, opened negotiations with the "Qualified" Proposers. On April 26, 2019 the Procurement Office requested Best and Final Offers (BAFO) from the three "Qualified" Proposers as evaluated by the Evaluation Committee. BAFOs were received on May 1, 2019. A summary of the Price Per Point scoring of Proposals considering the BAFOs received is shown in the table below.

Table 2: "Qualified" Proposers' Scoring After BAFOs

Proposer	Technical Points	Revised Cost Proposal	Price Per Point	Reasonable Cost
Tetra Tech, Inc.	95.00	\$14,970,000	\$157,578.95	Yes
Arcadis Caribe, PSC	76.38	\$12,990,000	\$170,070.70	Yes
Behar Ybarra & Associates, LLP	74.00	\$42,911,340	\$579,882.97	No

After thoroughly evaluating the BAFOs received from the three "Qualified" Proposers the PRDOH Procurement Office determined that Tetra Tech, Inc.'s and Arcadis Caribe, PSC's revised Cost Proposals were ones of reasonable cost for the services. Behar Ybarra & Associates, LLP's revised Cost Proposal was considered to be too high, and therefore one of unreasonable cost for the services.

Pursuant to the terms of the RFP, the PRDOH, at its discretion, reserved the right to award the RFP to any number of Proposers below the expected maximum of six Proposers whenever such an award would be in the best interest of the overall programs' implementation and the people of Puerto Rico.

According to the terms of the Bid Board Resolution an award to Arcadis Caribe, PSC under the RFP is being issued as follows:

- An award to Arcadis Caribe, PSC for the total amount of \$7,545,000.00 and a 3-year term for Environmental Consulting Services under CDBG-DR distributed as shown in the following table.

Table 3: Award Distribution for Arcadis Caribe, PSC

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	\$625.00	\$1,875,000.00
Asbestos Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Lead-Based Paint Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Sub-Total			\$5,445,000.00
Allowance for Specialized Services			\$2,000,000.00
Allowance for Dissemination			\$100,000.00
Total			\$7,545,000.00

The list of Proposers, which is attached hereto and made an integral part hereof as **Exhibit II**, details the names, addresses, and contact information of all Proposers that submitted a Proposal in response to the RFP.

Any person, party, or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Notice of Award was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party, or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within 30 calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of 15 calendar days.

If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for

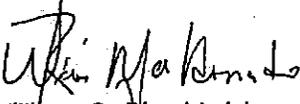
judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Respondent that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within 20 calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within 20 days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,



William G. Rios-Maldonado, Esq.
CDBG-DR Procurement Director

Attachments

cc.
Eng. Luz M. Acevedo-Pellot, PE, Chairman
Ms. Niorka E. Rivera-Rivera
Mr. Omar Figueroa-Vázquez, Esq.
Mr. Joel Ayala Martínez, Esq.

I hereby certify that this Notice of Award was delivered to all Proposers listed in **Exhibit II**.

Receipt Number: _____



BID BOARD

**ENVIRONMENTAL CONSULTING SERVICES
CDBG-DR-RFP-2018-03**

RESOLUTION OF AWARD

Date: May 31, 2019

Time: 11:10am

[Handwritten signature]

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 26, 2019, Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Environmental Consulting Services under Request for Proposal No. CDBG-DR-RFP-2018-03 (RFP-2018-03), including the Evaluation Committee Report dated March 25, 2019, has decided to award the RFP-2018-03 to Arcadis Caribe, PSC and Tetra Tech, Inc. Both Proposers are responsive and responsible Proposers whose Proposals are the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach set forth in the RFP-2018-03.

On September 19, 2018, the PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2018-03 for Environmental Consulting Services (the RFP). On October 17, 2018, the PRDOH Procurement Office received six Proposals. An Evaluation Committee was appointed by the PRDOH to review, score and make recommendations to the Bid Board.

The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP. The following criteria were considered as part of the evaluation:

- Mandatory Requirements (Pass/Fail) (Section 6.1 of the RFP)
- Qualifications (60 Points) (Section 6.2. of the RFP)
- Work Approach (40 Points) (Section 6.3. of the RFP), including Section 3 Plan (5 points) award.

Initial evaluation considered the Mandatory Requirements of the Proposals stated in Section 6.1 of the RFP, including Financial Requirements which were evaluated by Kreston PR, LLC. Those Proposers whose Proposals met the Mandatory Requirements were evaluated by the Evaluation Committee for Qualifications and Work Approach.

The Proposers were scored using a Price per Point methodology as required by Section 8.4 of the RFP to determine the Proposers whose Proposals are most

advantageous to the PRDOH. The Evaluation Committee evaluated the Cost Proposals submitted by the "Qualified" Proposers and combined the technical and economic aspects of the Proposals to determine the Proposers whose Proposals, conforming to this RFP, are most advantageous to the PRDOH.

To be considered "Qualified", Proposers need to obtain a score greater than or equal to 70 points in the evaluation of their Qualifications and Work Approach. Three Proposers, Arcadis Caribe, PSC, Tetra Tech, Inc. and Behar Ybarra & Associates, LLP, were considered "Qualified" for the services.

A summary of the results of the evaluation of each Proposal is shown in Table 1 below:

Table 1: Proposals Evaluation Summary

Proposer	Mandatory Req. Results	Qualification Req. Result	Work Approach Req. Results	Overall Technical Score	Qualified	Overall Proposal Score	Price Per Point
CDM Caribbean Engineers, PSC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Tetra Tech, Inc.	Pass	56.25	38.75	95.00	Yes	\$16,200,000	\$170,526.32
Arcadis Caribe, PSC	Pass	54.00	22.38	76.38	Yes	\$43,620,000	\$571,091.91
CPM PR, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Integrated Global Solutions, LLC	Fail	N/A	N/A	N/A	N/A	N/A	N/A
Behar Ybarra & Associates, LLP	Pass	50.25	23.75	74.00	Yes	\$62,106,000 ¹	\$839,270.27

With regards to the Proposals evaluation:

- CDM Caribbean Engineers, P.S.C.:** Pursuant the Evaluation Committee report, as per the financial evaluation performed by the PRDOH's financial consultant Centurion Consulting Corp. dated November 30, 2018, the Proposer submitted the audited financial statement as of December 31, 2015 and did not comply with the financial requirements of the RFP. This was due to the Proposer not including in its Proposal audited financial statements issued not more than 2 years prior to the RFP submittal. The Procurement Office requested the Proposer to submit the financial statements which close on December 31, 2016 or 2017. The PRDOH financial consultant Kreston PR, LLC, re-evaluated the information submitted by the Proposer, including December 31, 2017 and 2016 Unaudited Financial Statements. Kreston PR, LLC concluded that no audited financial statements was submitted by the

¹ On January 28, 2019, Behar Ybarra & Associates, LLP notified an increase in the cost proposed for the Site-Specific Tier 2 Environmental Review task from \$3,600.00 to \$7,231.00. The Proposer stated that fringe benefits, overhead, and profit were not included in the original amount for this task. Therefore, their total proposal cost increased from \$40,320,000 to \$62,106,000.

Proposer. Therefore, the Proposer failed to comply the mandatory financial requirements of the RFP.

- **CPM PR, LLC:** Pursuant to the Evaluation Committee report, the Proposer failed to comply with the comparable projects requirement established in Section 6.1.3 of the RFP. CPM PR, LLC's roles in the projects are comparable to project management or construction management, and not to environmental consultant services as requested by the PRDOH.
- **Integrated Global Solutions, LLC:** Pursuant to the Evaluation Committee Report, only four projects are similar in scope to the services required in the RFP. Another four were deemed not comparable by the Evaluation Committee. Section 6.1.3 required the Proposer to provide a list of at least ten projects in which the Proposer had provide services similar in scope to the herein required. The Proposer only included eight projects in its Proposal when the RFP required at least ten. Therefore, Integrated Global Solutions, LLC failed to comply with the list of comparable projects as required by Section 6.1.3 of the RFP.

The Evaluation Committee did not perform an evaluation of the Qualifications, Work Approach and Cost Proposal criteria pertaining to this RFP as all three of the Proposers stated above failed to comply with the mandatory requirements of the RFP.

According to the Regulation No. 9075 of February 26, 2019, the Procurement Manual and Contractual Requirements for CDBG-DR, prior to publishing the RFP, on August 31, 2018 the PRDOH prepared an Independent Cost Estimate (ICE) using market prices and past experiences with this type of services in the amount of \$27,896,000.00. Due to differences between the ICE and the prices received from Proposers the Evaluation Committee, on March 13, 2019 the ICE was revised to help evaluate offers and the services were estimated in the amount of \$20,757,000.00. This amount includes the allowance for specialized services in the amount of \$6,000,000.00 and the dissemination/publication services for \$300,000.00. The revised ICE is shown in **Table 2:**

Table 2: Revised Independent Cost Estimate dated March 13, 2019

Task Description	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Review	6,000	\$985.00	\$5,910,000.00
Asbestos Inspection and Testing	6,000	\$614.00	\$3,684,000.00
Lead Inspection and Testing	6,000	\$620.00	\$3,720,000.00
Radon Inspection and Testing	6,000	\$190.50	\$1,143,000.00
Sub-Total			\$14,457,000.00
Allowance for Specialized Services			\$6,000,000.00
Allowance for Dissemination / Publication			\$300,000.00
Total Estimated Cost			\$20,757,000.00

A comparison of "Qualified" Proposers offered prices was conducted by the Evaluation Committee for a price reasonableness determination. Table 3 shows an overall comparison of Cost Proposals submitted by the three "Qualified" Proposers and the revised ICE. This comparison does not consider the amount for the allowances for specialized services on stand-by and dissemination and/or publication services, since these amounts were defined by the PRDOH and not the Proposers:

Table 3: Comparison of Proposal Costs (w/o Allowances) from Qualified Proposers and Revised ICE

Proposer	ICE	Proposal Cost	% Dif. w/ ICE
Tetra Tech, Inc.		\$14,100,000	(2.5%)
Arcadis Caribe, PSC	\$14,457,000	\$41,520,000	187.2%
Behar Ybarra & Associates, LLP		\$60,006,000	315.1%

On April 23, 2019, Mr. Gil Enseñat authorized the Procurement Office to conduct and coordinate the negotiations in accordance with the provisions included in the Regulation No. 9075.

On April 26, 2019, the Procurement Office sent a letter to Arcadis Caribe, PSC, Behar Ybarra & Associates, LLP and Tetra Tech, Inc. to request the Proposers to revise their Cost Proposals. These revised Cost Proposals would be considered the Proposers' best and final offers (BAFO). Arcadis Caribe, PSC, and Behar Ybarra & Associates, LLP were also informed that the prices offered were considered by the PRDOH to be too high.

The Procurement Office, also notified all three Proposers through the BAFO that after the completion of the Tier 1 Environmental Review, services related to Radon Inspection and Testing were no longer required. In addition, the PRDOH asked the Proposers to include the hourly rates for specialized services on stand-by². On May 1, 2019, the Procurement Office received the revised Cost Proposals, including unit prices for the Site-Specific Tier 2 Review, Asbestos Inspection and Testing, and Lead-Based Paint Inspection and Testing tasks.

A summary of the responses is shown below:

² Pursuant the Scope of Services of the RFP the environmental review process may require specialized services, including but not limited to, wetland evaluations and delineations, historical and archaeological studies and other specialized environmental services as may be requested by the PRDOH. In the RFP the PRDOH left open to Proposers the positions to be utilized for specialized services on stand-by. Nonetheless, in the BAFOs the PRDOH identified all professional staff required to perform specialized services in order for the Proposers to include the applicable hourly rates.

Table 4: Summary of BAFOs Received

Task Description	Quantity	ICE		Tetra Tech, Inc.		Arcadis Caribe, PSC		Behar Ybarra & Associates, LLP	
		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	6000	\$985.00	\$5,910,000.00	\$465.00	\$2,790,000.00	\$625.00	\$3,750,000.00	\$4,831.89	\$28,991,340.00
Asbestos Inspection and Testing	4,000	\$414.00	\$1,656,000.00	\$880.00	\$3,520,000.00	\$595.00	\$2,380,000.00	\$920.00	\$3,680,000.00
Lead-Based Paint Inspection and Testing	4,000	\$420.00	\$1,680,000.00	\$820.00	\$3,280,000.00	\$595.00	\$2,380,000.00	\$1,050.00	\$4,200,000.00
Sub-Total Cost			\$13,314,000.00		\$12,870,000.00		\$10,870,000.00		\$40,811,340.00
Allowance for Specialized Services on Stand-By	n/a	n/a	\$4,000,000.00	n/a	\$2,000,000.00	n/a	\$2,000,000.00	n/a	\$2,000,000.00
Allowance for Dissemination and/or Publication	n/a	n/a	\$300,000.00	n/a	\$100,000.00	n/a	\$100,000.00	n/a	\$100,000.00
Total Proposal Cost			\$19,314,000.00		\$14,970,000.00		\$12,970,000.00		\$42,911,340.00

* The PRDOH's ICE considered three (3) instances of a \$2 million allowance for Specialized Services On Stand-By and three (3) instances of a \$100,000 allowance for Dissemination and/or Publication.

After comparing the revised Cost Proposals with the ICE, the Procurement Office determined that Behar Ybarra & Associates, LLP's proposed unit prices were too high for the services, and that Tetra Tech, Inc's and Arcadis Caribe, PSC's unit prices were of reasonable cost.

Based on the BAFO's received, the revised scoring of the Proposals according to the RFP requirements is shown in Table 5.

Table 5: Proposals Scoring After BAFOs

Proposer	Technical Points	Revised Cost Proposal	Price Per Point	Reasonable Cost
Tetra Tech, Inc.	95.00	\$14,970,000	\$157,578.95	Yes
Arcadis Caribe, PSC	76.38	\$12,990,000	\$170,070.70	Yes
Behar Ybarra & Associates, LLP	74.00	\$42,911,340	\$579,882.97	No

Given everything discussed, the Evaluation Committee's recommendation, the BAFOs received, and pursuant to the terms of the RFP, we award to Arcadis Caribe, PSC and Tetra Tech, Inc. the Environmental Consulting Services under CDBG-DR. Such award will be for a quantity of 3,000 units to each Proposer for each of the following tasks: (i) Site-Specific Tier 2-Review; (ii) Asbestos-Inspection and Testing, and (iii) Lead-Based Paint Inspection and Testing. This splits the estimated workload evenly amongst the awarded Proposers in accordance with the terms of the RFP³. Both Arcadis Caribe, PSC and Tetra Tech, Inc. are responsive and responsible Proposers after consideration of the RFP requirements and their Proposals. The award will result in the following contracts:

³ Note 2 of the Cost Form (Exhibit N) included with the RFP and the BAFO Letters reads: "2. Depending on the quantity of Selected Proposer(s) by the PRDOH, contracts to be executed by and between the Proposer(s) and the PRDOH will divide the estimated quantities of tasks among the different Selected Proposer(s). Therefore, contracts may be executed by the PRDOH for amounts lower than the Total Proposal Cost. Regardless of the amounts of the contracts signed, the Unit Prices proposed will be included as part of the contracts."

- A contract to Arcadis Caribe, PSC for the total amount of \$7,545,000.00 and a 3-year term for Environmental Consulting Services under CDBG-DR distributed as shown in Table 6.

Table 6: Contract Distribution for Arcadis Caribe, PSC

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	\$625.00	\$1,875,000.00
Asbestos Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Lead-Based Paint Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Sub-Total			\$5,445,000.00
Allowance for Specialized Services			\$2,000,000.00
Allowance for Dissemination			\$100,000.00
Total			\$7,545,000.00

- A contract to Tetra Tech, Inc. for the total amount of \$8,535,000.00 and a 3-year term for Environmental Consulting Services under CDBG-DR distributed as shown in Table 7.

Table 7: Contract Distribution for Tetra Tech, Inc.

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	\$465.00	\$1,395,000.00
Asbestos Inspection and Testing	3,000	\$860.00	\$2,580,000.00
Lead-Based Paint Inspection and Testing	3,000	\$820.00	\$2,460,000.00
Sub-Total			\$6,435,000.00
Allowance for Specialized Services			\$2,000,000.00
Allowance for Dissemination			\$100,000.00
Total			\$8,535,000.00

Pursuant the Evaluation Committee's recommendations for award one of Tetra Tech, Inc.'s first-tier subcontractors is ICF Incorporated, LLC. This subcontractor was qualified by the PRDOH for Program Management Services of the Housing Programs through the Request for Qualifications No. CDBG-DR-RFQ-2018-01 and on October 10, 2018 the PRDOH published the Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services. By means of Resolution of Award dated May 28, 2019 the Bid Board of the Puerto Rico Department of Housing awarded ICF Incorporated, LLC the Request for Proposals No. CDBG-DR-RFP-2018-04 for Program Management Services. The PRDOH's Environmental Consultants will work closely under the supervision of the Program Managers. Therefore, ICF Incorporated, LLC must be denied participation as a first-tier subcontractor of Tetra Tech, Inc. for the Environmental Consulting Services. From the evaluation of Tetra Tech, Inc.'s Proposal the Evaluation Committee believes that the removal of ICF Incorporated, LLC from team will not hinder Tetra Tech, Inc.'s performance as an Environmental Consultant for CDBG-DR. Accordingly, Tetra Tech, Inc.'s shall be notified that ICF Incorporated, LLC is precluded to participate as a first-tier subcontractor of Tetra Tech, Inc for the Environmental Consulting Services.

*See
11*

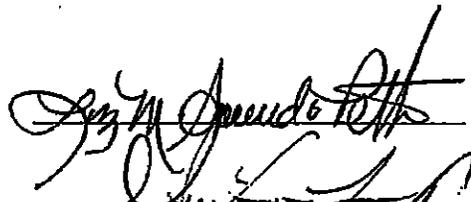
Both Proposers demonstrated through their Proposals that they understand the PRDOH objectives for the services after the evaluation of the qualifications and work approach requirements in the RFP. The Procurement Office searched the System for Award Management (SAM) and confirmed Arcadis Caribe, PSC and Tetra Tech, Inc. eligibility. The Limited Denial of Participation (LDP), HUD Funding Disqualifications and Voluntary Abstention List as of May 9, 2019 was also searched to confirm that Arcadis Caribe, PSC and Tetra Tech, Inc. are not under a HUD imposed LDP. Copy of the search results will be retained in the procurement file.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Proposals in response to the RFP-2018-03. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

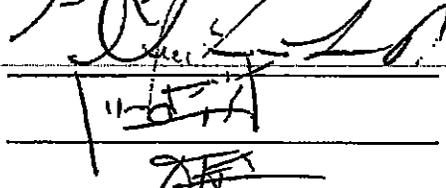
The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, *supra*.

Signed by:

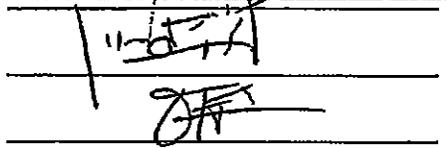
Eng. Luz M. Acevedo Pellot, P.E.
Chairman



Ms. Niurka E. Rivera-Rivera



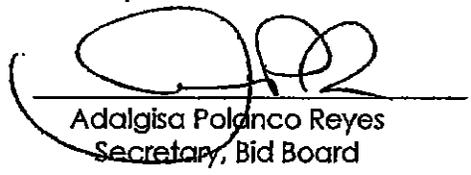
Mr. Joel Ayala Martínez, Esq.



Mr. Omar Figueroa-Vázquez, Esq.



CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 4 of June, 2019.



Adalgisa Polanco Reyes
Secretary, Bid Board



GOVERNMENT OF PUERTO RICO
Department of Housing

EXHIBIT II
LIST OF PROPOSERS

Request for Proposals
Environmental Consulting Services
CDBG-DR-RFP-2018-03

No.	Proposer Name	Address	Telephone
1	CDM Caribbean Engineers, PSC	Víctor J. Pujals CDM Caribbean Engineers, PSC 1225 Avenida Ponce de León VIG Tower Suite 1004 San Juan, PR 00907 jimenezLR@cdmsmith.com	(787) 523-8877
2	Tetra Tech, Inc.	Jonathan Burgiel Tetra Tech, Inc. 2301 Lucien way Suite 120 Maitland, FL 32751 betty.kamara@tetratech.com	(321) 441-8518
3	Arcadis Caribe, PSC	Efraín Calderón Arcadis Caribe, PSC 48 Carr. 165 OFC 401 Guaynabo, PR 00968 efrain.calderon@arcadis.com	(787) 397-2245
4	CPM PR, LLC	José R. Torres-Morales, PE, Esq. CPM PR, LLC PO Box 9024051 San Juan, PR 00902-4051 fmartinez@cpminil.com	(787) 999-4000
5	Integrated Global Solutions, LLC	Exel F. Colon, PE Integrated Global Solutions, LLC Centro Internacional de Mercadeo - Torre 2 90 Carr. 165, Suite 307 Guaynabo, PR 00968 wpalmero@integrated-corp.com	(787) 693-7777
6	Behar Ybarra & Associates, LLP	Eías Behar Ybarra Behar Ybarra & Associates, LLP Perseo Street 554 Cond. Iberia I Suite J-3 Altamira San Juan, PR 00920 beharybarra@byaea.com	(787) 783-0290

File

ENVIRONMENTAL CONSULTING SERVICES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

CDBG-DR-RFP-2018-03

Qualifications and Work Approach - Original

October 17, 2018

Arcadis Caribe, PSC
Efraín Calderón, Vice-President
efrain.calderon@arcadis.com
48 Carr. 165 OFC 401
Guaynabo, PR 00968
T: 787 777 4000
F: 787 792 8931



GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals
Environmental Consulting Services
Community Development Block Grant - Disaster Recovery
CDBG-DR-RFP-2018-03

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for First-Tier Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting is:

[X] Proposer

[] First-Tier Subcontractor

Handwritten initials/signature on the left margin.

Table with 4 columns: Tab, Initials, First-Tier Sub. Applicability, Document Description. Rows include items like Company Cover Page, Proposal binding requirements, and Exhibits A-2, C, and availability chart.

Tab	Initials	First-Tier Sub. Applicability	Document Description
6	EE		Key Staff Résumé and Professional Information
7	EC		Work Approach
8	W		First-Tier Subcontractor Information (if applicable)

EE
M



Proposer's Signature

October 12, 2018

Date

Efraín Calderón

Proposer's Printed Name

Proposer's Initials: EC

1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Melissa L. Pomales	787 307-5483	melissa.pomales@arcadis.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raúl Torres	914 641-2644	raul.torres@arcadis.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Alonso	813 353-5750	john.alonso@arcadis.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EC
MT

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

The directors will have no involvement in the project.

Proposer's Initials: CC

2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab 3
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab 4
- 2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab 5
- 2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

No

Yes (See Attachment ____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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2.6. Previous Projects and Contracts that Qualify Entity to Develop and Implement the Project (include additional sheets of this table if necessary).

ID	Client Name	Work Description	Contract Amount	Project Duration (in Months)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
1	Municipality of Yauco	Yauco Brownfields - Two sites assessment (Phase 1 & 2)	\$89,000	12	Jun 2018	Environmental Assessment Phase 1 & 2 for two facilities (EPA funding)	Carmen Madera	787 486-8515
2	Ingersoll Rand (former Thermo King)	Phase II ESA Report	\$98,000	6	Jan 2017	Environmental Site Assessment Phase II	Michael Goldstein	704 990-3250
3	Puerto Rico Science Technology and Research Trust	Environmental Site Assessment, Ph. I for the Rio Piedras State Penitentiary and Las Amapolas Public Housing Development	\$16,000	3	Jun 2007	ESA Report	Jerry Meléndez Lucy Crespo	787 360-1292 787 523-1596
4	Puma Energy Caribe, LLC	Resource Conservation and Recovery Act (RCRA) Corrective Action for former Caribbean Petroleum Corporation (CAPECO) Environmental Consulting Services	\$442,000	36	Dec 2015	Current Conditions Report, Final RCRA Facility Investigation Work Plan and Implementation of Work Plan	Brenda Toranzo	787 622-6499
5	RAND Consulting	Assessment of stormwater sewer in Puerto Rico (50 municipalities assessed)	\$250,000	2	May 2018	Damage assessment report and cost estimate	Benjamin Preston	424 443-9713
6	Puerto Rico Aqueduct and Sewer Authority (PRASA)	PRASA's Asset Damage Assessment after Hurricane Maria Impact	\$500,000	3	Jan 2018	Damage assessment and cost estimate	José J. Rivera	787 717-8858
7	PRASA	Asset Condition Report (yearly assessment since 2008; inspected over 3,000 water and wastewater facilities in PR)	\$225,000	12	Jun 2018	Water and Wastewater Facilities Asset Inspection assessment and summary report	Elraín Acosta	787 620-2277
8	PRASA	CIP - Preconstruction Support - PM, design review and construction support (since 2005-2015)	\$3,500,000/yr	12	Jun 2015	Project management reports, scheduling, cost estimate, field inspections, planning, bld support, asbestos/lead certification, and permitting support	José J. Rivera	787 717-8858
9	PRASA	Compliance Support and Environmental Assessment	\$293,000	12	Jun 2018	Over 100 drinking water wells field visits and inspections to determine if the wells groundwater source is under the direct influence of surface water, Evaluation Report, wells sampling, environmental assessment reports, asbestos/lead certification	Luis Meléndez	787 620-2277
10	Municipality of Caguas	Villanueva Storm sewer design and permitting support	\$300,000	36	Jun 2018	H-H modeling, IFC package for the storm sewer system in Villanueva community and prepare permitting packages	Luis Herrera	787 653-5400

Proposer's Initials: ca

3. Reputation and Managerial, Organization, and Technical Capabilities (Not Applicable to First-Tier Subcontractors)

3.1. **Key Team Members for the Engagement:** Provide the following information for all Key Team Members for the Project.

Position	Resource Name	Education	Years of Experience In the Profession	Résumé & Certifications
Project Manager	Abner Hernández	MS	22	(See résumé in Tab 6)
Administrative Support	Elinora Escalera	BBA	19	(See résumé in Tab 6)
Environmental Reviewer	Gina Carrillo	PE	21	(See résumé in Tab 6)
Environmental Reviewer	Efraín Calderón	AS	25	(See résumé in Tab 6)
Environmental Reviewer/Report Writer	Rita Lebrón	BS	24	(See résumé in Tab 6)
Environmental Reviewer/Report Writer	Carlos Rodríguez	PE	50	(See résumé in Tab 6)
Environmental Reviewer/Phase II ESA	David Cook	PG	40	(See résumé in Tab 6)
ACM/LBP Inspector	Orlando Sánchez	BS	20	(See résumé in Tab 6)
ACM/LBP Inspector	Carlos Ocasio	Tech Degree - Drafter	18+	(See résumé in Tab 6)
ACM/LBP Inspector	María M. Vázquez	MBA	15	(See résumé in Tab 6)
ACM/LBP Inspector	Edwin Ayala	PE	20	(See résumé in Tab 6)
ACM/LBP Inspector	Ángel Ortega	BS	13+	(See résumé in Tab 6)
Report Writer	Shandra Justicia	Ph.D	10	(See résumé in Tab 6)
Report Writer	Zaida Gómez	MEnv	15	(See résumé in Tab 6)
Report Writer	Gisela Hernández	MBio	10	(See résumé in Tab 6)
Additional Support	Yanira Ramírez	MBA	21	(See résumé in Tab 6)
Additional Support	Mildred Bultrón	AOS Cert.	35	(See résumé in Tab 6)
ACM/LBP Senior Reviewer	Peter Frederick	BS	27	(See résumé in Tab 6)
ACM/LBP Senior Reviewer	Michael Oriola	BS	30+	(See résumé in Tab 6)
Radon Professional	Anna Duewiger	MS	1	(See résumé in Tab 6)

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation
PRASA	jose.rivera@acueductospr.com	787 717-8858	Client
Municipality of Caguas	luis.herrera@caguas.gov.pr	787 653-5400	Client
Municipality of Yauco	cdbgyauco@hotmail.com	787 486-8515	Client

4. **Acknowledgement of Addenda (Not Applicable to First-Tier Subcontractors)**

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued
1	10/1/2018		
2	10/4/2018		
3	10/9/2018		
4	10/10/2018		

Proposer's Initials: GC

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a corporation:

Arcadis Caribe, PSC
(Printed Name of Corporation)

48 Carr. 165 OFC 401
(Corporate Address Line 1)

(Corporate Address Line 2)

Guaynabo PR 00968
(City) (State) (Zip Code)

By: _____
(Signature of Officer)

Efraín Calderón
(Printed Name of Officer)

Vice President
(Title of Officer)

Attest: Raúl A. Torres
(Secretary)



Puerto Rico
(Jurisdiction of Incorporation)

COMPANY PROFILE

Arcadis Caribe provides consulting, design, engineering and management services in infrastructure, environment, water, and buildings, to enhance mobility, sustainability and quality of life. Arcadis Caribe develops, designs, implements, maintains, and operates projects for companies and governments. With more than 27,000 employees worldwide and well over \$2 billion in gross revenue, the company has an extensive international network that is supported by strong local market positions, including a network of offices and substantial staff presence in Massachusetts.

In the United States, Arcadis Caribe employs approximately 6,000 people in strategic office locations. Our people – leaders in the industry – bring proficiency, professionalism and dedication to every project. We offer total business solutions and value-based results through a full range of professional services, including transportation, water resources, program/construction management, integrated facilities management, building design and engineering, environmental planning and permitting, site evaluation, remediation, risk management and associated services, business solutions and management consulting.

For more than 50 years, Arcadis Caribe has provided superior environmental consulting and engineering services to public and private sector clients throughout the Commonwealth of Puerto Rico. Presently Arcadis Caribe office has a about 30 employees.

Arcadis Caribe was established in response to increasing demands from our clients for quality environmental professional services in Puerto Rico and the Caribbean basin. Arcadis Caribe has extensive experience with Puerto Rico's unique environmental, regulatory, and commercial conditions. Since the early 1940s, Arcadis Caribe has successfully assisted clients in the management, investigation, remediation, and completion of a variety of environmental projects throughout the Caribbean on behalf of major industrial entities, including Chevron, Wyeth Pharmaceutical Corporation, Baxter Caribe, Conoco Phillips, Unisys Corporation, Westinghouse, Kodak, United Parcel Service (UPS), the Puerto Rico Electric Power Authority (PREPA), Shell Oil, General Motors, Sterling Pharmaceuticals, the Puerto Rico Port Authority (PRPA), and the United States Department of the Navy. Arcadis Caribe's on-island term provides a blend of quality service and client-focused attention that other firms cannot match. Arcadis Caribe's solid reputation with local, commonwealth, and federal regulators, including representatives of the Environmental Quality Board (EQB) and U.S. Environmental Protection Agency (EPA) Region 2, stems from a combination of work efforts successfully completed on The Island (Puerto Rico), and the experience of Arcadis Caribe professionals formerly employed by USEPA Region 2.

This proposal and its contents shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis Caribe as a result of — or in connection with — the submission of this proposal, Arcadis Caribe and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

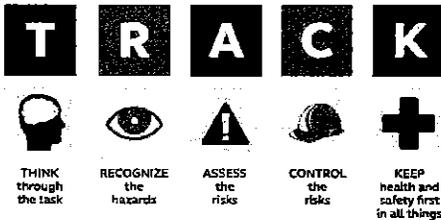
Arcadis Caribe staff members have in-depth knowledge of how to do business in Puerto Rico, including an understanding of the rules governing taxation, contracting, and licensing/certification. Arcadis Caribe provides solutions to a wide range of projects, from emergency response, to remedial investigations and feasibility studies, to human and environmental risk assessments, corrective actions and restoration of environmental damages.

For example, Arcadis Caribe has conducted fieldwork in the widely varying geologic conditions in the Caribbean, in waters/wetlands, and coral reef ecosystems. Further, we can serve our clients in the Caribbean basin with a true local presence by our on-island team that provides a blend of quality, client advocacy and an appreciation of Puerto Rican culture, with more than a decade of experience working in Puerto Rico. This on-island presence provides for an in-depth knowledge of the mechanisms used to manage administrative constraints associated with fieldwork and environmental reporting on the island. These include rules governing taxation, contracting and States. Arcadis Caribe includes bilingual (Spanish and English) professionals who promote effective communication and efficient completion of field and reporting activities. We promote the integration of Arcadis Caribe employees and local subcontractors, many of whom are minority-owned, 8(a), and disadvantage business enterprises.

*LEE
JM*

A TEAM COMMITTED TO HEALTH & SAFETY

We understand that it is your intention to successfully address any project in a cost-effective, safe and timely manner, using the highest quality, best team. For Arcadis Caribe, safety, compliance and efficiency are not merely objectives — they are expectations. **We are confident that we are the right partner.**



No aspect of operations is of greater importance than the prevention of injury and illness. To that end, Arcadis Caribe implemented a health and safety management system to combine and guide all the efforts and programs already in place in the various operational companies. The purpose of our H&S program, which includes a significant

behavior-based safety element, is to minimize the frequency and severity of work-related injuries, with a long-range goal of incident-free operations. We recognize that to achieve this goal, H&S must be ingrained in our culture and thought processes, and it must be a primary consideration in all our activities. The implementation of a behavior-based program as a core element of our H&S program is one step we have taken to achieve this goal.

The behavior-based methods have been shown to be highly effective in improving safe work practices. Studies indicate that behavior is a key contributing factor in more than 90% of incidents. Addressing behavior is essential to improving health.

Arcadis Caribe is dedicated to improving the quality of life and well-being at work, at home and in the community. Let our experienced industrial hygiene specialists identify, evaluate and recommend control methods of environmental factors to prevent occupational injuries and illnesses and ensure regulatory compliance for your facility. Our services are scalable to support small facilities up to large portfolios of asset at competitive costs.

EXPERIENCE



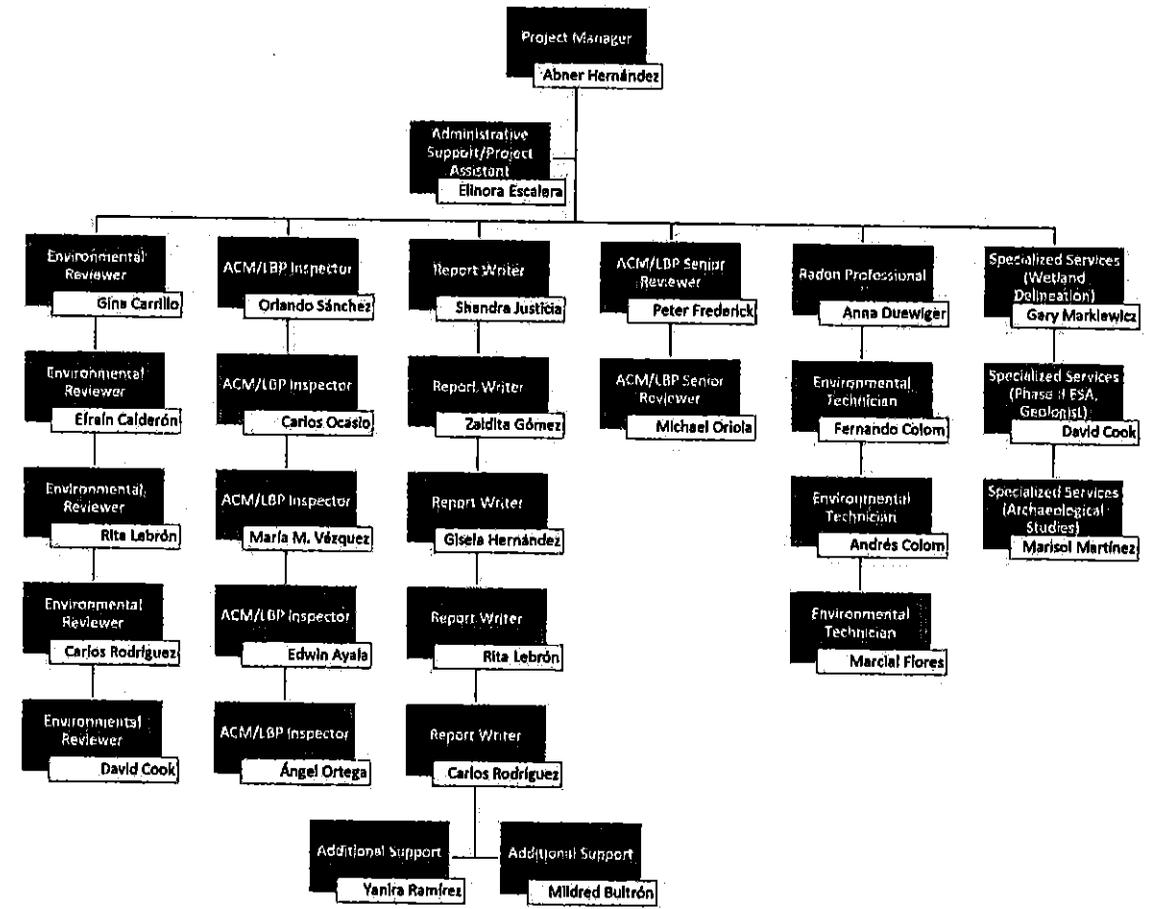
Through our multidisciplinary staff of environmental professionals, Arcadis Caribe has been a leader in research and interpretation of regulations, agency guidelines and industry standards as they pertain to our client's projects. Our demonstrated ability to create innovative and cost-effective solutions to our clients' most demanding environment problems is built on a foundation of technical excellence and unparalleled capability to identify and critically evaluate pertinent regulatory issues. Our network of professionals allows us to maintain a focus on local, state, regional and national trends in regulations that affect how our clients do business and manage their environmental affairs. This diversity of technical backgrounds and experiences contributes to our ability to navigate new pathways through the jungle of often conflicting regulatory requirements.

Arcadis Caribe is recognized for the quality of its work in water and wastewater engineering projects. We provide a comprehensive range of water and wastewater services from master planning, pilot testing, treatability studies, regulatory evaluation and compliance assistance, design, construction administration, startup assistance and staff training, and operations and maintenance oversight. We have performed in the planning and design phase for projects in the private and public water industry, environmental remediation, brownfields, energy solutions, manufacturing industry, buildings and waste management.

Arcadis Caribe will analyze the latest technologies, emerging policy and legal framework as well as evolving big data impacts, so our design and planning experts can generate comprehensive strategies to aid the Client developing efficient solutions for the future while synchronizing existing and new infrastructure.

As requested, Exhibit C "Statement of Qualifications" has detailed information of our firm.

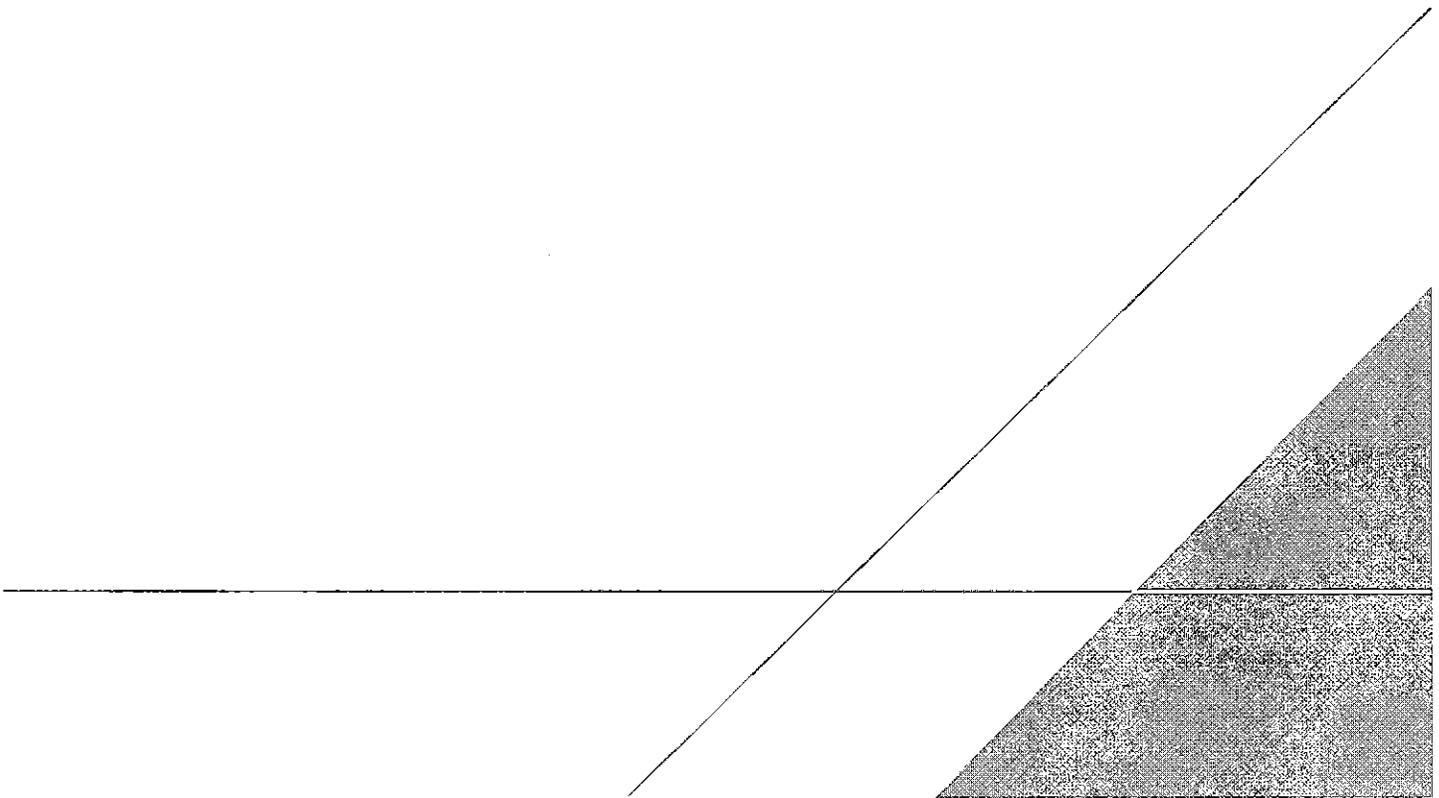
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AVAILABILITY CHART

Since Arcadis Caribe, PSC and its subcontractors are local firms, this requirement do not apply to us as per RFP Section 6.2.1 bullet 6:

"If Proposer's firm is not based in Puerto Rico, Proposer must provide the functional full-time equivalents (FTEs) that will be based and staffed in Puerto Rico. Provide an availability chart that shows: immediate availability; availability of the staff in a year; percentages of available time; and committed time to other projects."



ABNER HERNÁNDEZ

Staff Environmental Scientist

EDUCATION

Master's Degree, Environmental Management, Metropolitan University, Puerto Rico (Expected Completion December 2018)

Bachelor's Degree, Environmental Sciences, University of Puerto Rico

YEARS OF EXPERIENCE

Total – 22 years

LICENSES & CERTIFICATIONS

Hazardous Waste Operations & Emergency Response

40-Hour Course and 8-Hour Refresher

NOISH 582 – Sampling and Evaluation of Airborne Dust

OSHA 30-Hour General Industry

EPA/AHERA Asbestos in Buildings Inspector and Supervisor

FEMA Basic ICS Certified

Certificate IATA/ICA Dangerous Goods Regulation

TWIC ID

CPR/First Aid

API WorkSafe

Florida State Licensed Mold Assessor

Mr. Hernández acts as a Certified Project Manager and has managed projects (1.0 M portfolio) including management of soil and groundwater investigations, EHS audits, environmental permitting and compliance projects. Duties include developed scope, report reviews, as well as maintaining budgets, schedule and resource staffing. Established relationships with potential client contacts to grow service practice and participate in local marketing endeavors. Mr. Hernández is highly trained in the identification of hazardous building materials including asbestos containing materials, lead based paint, mold and AIQ parameters. Experienced industrial hygiene specialist in the identification and evaluation of environmental factors to prevent occupational injuries and illnesses by ensuring regulatory compliance, facility assessment and remediation management. Experience with exposure testing (chemical, vapor or particulate), monitoring and abatement, PPE evaluation, noise exposure, air sampling and analysis. In addition, Mr. Hernandez has performed numerous Phase I ESA's, including an onshore natural gas processing facility and associated assets (well fields) in Trinidad. Strong hands-on experience in carrying out all field activities pertaining to hazardous waste management, compliance with DOT waste profile documentation for transportation, RCRA labelling and handling, and OSHA applicable standards. Experienced with underground storage tank (UST) and underground injection control (UIC) closures. Exceptional technical and analytical experience in health and safety and outstanding project planning and project management skills. Demonstrated environmental consulting experience in the areas of compliance, due diligence, investigation, remediation and permitting.

Presently, perusing master's in science in Environmental Management (Risk Assessment) at graduate school (expected completion by December 2018). Mr. Hernández is fluent in English and Spanish.

Detailed Experience

Regional Director

Puerto Rico Environmental Quality Board, Arecibo and Humacao, PR. Appointed as PREQB Regional Director of two regional offices (Arecibo and Humacao operations) under direct supervision of the agency executive director. Managed office operations to ensure efficiency and productivity for 22 employees within the state regulatory agency. Managed relations with citizens filing environmental complaints. Coordinated environmental

compliance inspections including review and approval of inspection reports. Liaison with other state regulatory agencies regarding environmental issues.

Project Manager

Pharmaceutical Client, Puerto Rico. Successfully supervised the permanent closure of four RCRA units within a pharmaceutical chemical facility. Managed the implementation of sampling strategy and assessment. Interacted with client, and environmental regulatory agencies.

Conducted indoor air quality/mold survey for 12 Citibank Bank Financial Branches in Puerto Rico. Survey included completing employee questionnaire and monitoring indoor air quality parameters (gases, temperature, humidity and respirable particles) and airborne mold testing with Anderson Single Stage Sampler.

GE Industrial of PR. Successfully completed the environmental facility lease exit of two General Electric manufacturing sites in Puerto Rico, which included hazardous and non-hazardous waste management, decommissioning of equipment, removal of underground fuel pipelines and decontamination of manufacturing areas. Performed as task manager for PUMA Energy Caribe under a RCRA consent agreement in Puerto Rico for over 30 retail/service stations including Phase II ESAs.

Manager

Various Clients, Puerto Rico. Managed a small environmental consulting and remediation service business, which grew from two to 18 employees and annual sales of over \$1.5 million in 3 years. Handled all aspects of business operations, including: marketing, proposal development, and budget preparation; project management and planning; and scheduling, delegating, customer service, and cost negotiation with clients. Coordinated administrative tasks, including: equipment and materials purchasing; supervision of employees, and employee hiring and training; monitoring and organizing subcontractor activities, and supervision of subcontractors to make sure projects were completed on time. Conducted environmental consulting and remediation services that included asbestos and lead-based paint abatement projects, as well as environmental site assessments (Phase I). Conducted consultation services including collection of soil, water, and air samples for environmental regulatory compliance; and environmental compliance audits, AHERA inspections, lead-based paint inspections (single family and multifamily), RCRA consulting and non-hazardous waste management, and UST closure.

Project Manager (Contract)

OMEP. Audited asbestos abatement contractors for compliance with federal and local environmental laws and regulations (NESHAP/AHERA). Performed asbestos inspections in over 100 public schools to identify presence of asbestos containing materials within school buildings. Developed asbestos awareness training as per OSHA 29 CFR 1926.1101(k)(2) for school custodian's personnel. Served as part of the team that accomplished the evaluation of over 500 public schools in 2 months to achieve compliance with EPA (AHERA) regulations and avoid penalty imposition to the LEA.

Construcciones José Carro. For Río de la Plata Flood Control USACE Project (Phase I). Performed oversight of RCRA units dismantling and demolition activities at former Pfizer Arecibo facility. Performed oversight representing USEPA for a remedial investigation (soil and groundwater) at a pesticide superfund site in Manatí, PR.



Environmental Scientist

Various Clients, Puerto Rico. Performed environmental site assessments (Phase I and II) following ASTM standards, prepared environmental assessments in compliance with the Puerto Rico Environmental Public Policy Act (like the National Environmental Policy Act (NEPA), collected soil and groundwater samples to identify vertical and horizontal contaminant delineation. Identified and conducted UST assessment for compliance with the Puerto Rico UST regulations. Achieved closure of 10 UIC systems in compliance with PREQB regulations.

Collaborated in the preparation of the Title V permit application for a pharmaceutical facility in Arecibo, Puerto Rico. Conducted noise study for a pharmaceutical facility in Las Piedras, Puerto Rico. Prepared environmental compliance permit applications and collaborated in the preparation of spill prevention control and countermeasures (SPCC) and storm water pollution prevention (SWPP) plans. Appointed as site safety officer for the closure and removal of 52 USTs at former Ramey Air Force Base in Aguadilla, PR. Supervised contractor activities to ensure compliance with OSHA regulations and site safety plan. Completed the project without a reported accident.

Industrial Hygiene

Various Clients, Puerto Rico. Audited and inspected asbestos and lead-based paint abatement projects within multiple Puerto Rico multi-family housing projects for compliance with local and federal regulations. Duties included collection of ambient and personal air samples, recommendation of appropriate type of respirators and safety measures, performance of final clearance necessary for re-occupancy of abated areas, and generation of inspection reports.

Fresenius. Conducted Indoor Air Quality, Asbestos and Mold Assessments for 25 Fresenius clinics and oversight of mold remediation activities at 12 clinics during the aftermath of Hurricane María.

Planning Analyst

Planning Board, Puerto Rico. Evaluated environmental assessment reports for project location applications and made recommendations to the Puerto Rico Planning Board executives. Evaluated assessments for compliance with established Puerto Rico land use plans, state environmental regulations, and related governmental agencies.



ELINORA ESCALERA

Project Assistant 4

AVAILABILITY

Upon Request

YEARS OF EXPERIENCE

Total – 19 years

With ARCADIS – 12 years

SOCIETIES

Member of Women's
Network ARCADIS-PR
Chapter (Affiliate of
ARCADIS-US)

COMMUNITY

First Aid (CPR) Certification,
Actively participates in non-
profit organizations
dedicated to promoting
Puerto Rican culture and
folkloric arts,
Singer and dancer with the
Gracimá dance group,
Treasurer at the Caridad
Brenes de Cepeda School of
Bomba and Plena Dance.

EDUCATION

B.B.A. (94-96)
Seton Hill College
Greensburg, PA

Mrs. Escalera is proficient with Excel, Access, Word, Power Point and Adobe Acrobat. Mrs. Escalera has excellent administrative and document control skills. She is very fluent in both, Spanish and English languages (verbal & written); is a very resourceful employee who takes a great deal of ownership of her duties.

Detail Experience

Arcadis Caribe, PSC.

Project Assistant

- Provide all type of administrative support to all staff.
- Help in the preparation/editing of reports, proposals, correspondence.
- In charge of documents formatting to comply with Arcadis standards.
- Documents translation from Spanish to English and vice versa.
- In charge of booking arrangements for all staff.

Administrative support to PRASA's Executive Director for Infrastructure and the Sub-director.

- Provide all type of administrative support to the Executive Director and her staff.
- Manage the Executive Director's calendar to coordinate meetings; approving, rescheduling and/or refusing appointments, and accepting or declining meetings.
- Write, review and edit correspondence related to PRASA's CIP program.
- Manage a log of correspondence and documentation.

Administrative support to the Pre-construction team with CH Caribe Engineers for the North and Metro Regions of PRASAs CIP.

- Provide all type of administrative support to the President, the Project Engineers and the Environmental Department.
- Administrative support in projects, such as Master Plan, CER, Energy, PPPs, LVWTP, Brownfields, MS-4.
- Help in the preparation of reports to be submitted to the agencies



- Documents translation, English to Spanish and vice versa.
- Preparation of presentations and proposals.
- Coordinate MPPRs staff attendance to ARCADIS Continuing Education Workshops and Water Technical Service Exchange presentations.
- Assist co-workers in the use of Microsoft software.
- Administrative Assistant to Anibal Camacho, the North and Metro Region Pre-Construction Manager, in PRASA's Capital Improvement Program.
- Auxiliary support to remediate maintenance situations with the phones, computers, A/C, restrooms, printers and copiers.
- In charge of the organization and marketing of MPPRs participation in the PRW&EA Conferences of 2007 and 2008 where we shared a booth with CPM Infrastructure Managers.
- As an assistant in the Land Acquisition Department gathered proprietors contact information at PRASA's building to create a Data Collections Report that was used during the North Region PMCs contract with PRASA.
- Organized, update and file the acquisitions files per proprietor and project.

Malcolm Pirnie, Inc. (NYC).

Administrative Assistant under the supervision of Peter Glus, helping the team that worked with the Shaft 23B Project.

- In charge of processing and distributing the Contract 545 A, B and C transmittal letters. Responsible for scanning and filing all documentation generated between MPI and the New York City Department of Environmental Protection (NYCDEP).
- Administrative Assistant to Burjor Kharivala, Chief of Water Works Design at the NYCDEP office.
- Helped Linda Reinstadtler and Anthony Della Valle in the creation of documents.

Vincenty, Heres and Lauria (now VHA).

Financial Monitor. As a financial monitor worked along Malcolm Pirnie staff. Member of the Contract Administration Team established to monitor the operations and management contract for the Puerto Rico Aqueduct and Sewer Authority (PRASA) system. Responsible for the review of over \$60M in annual expenditures related to the operation and management of PRASAs system, to ensure compliance with contractual requirements prior to the authorization of reimbursement to the private operator. File and track all hardcopy and electronic documents related to Contract Administration contained at the Malcolm Pirnie office located at PRASAs building.

- Assist with the development and implementation of database systems (using Access software) to automate the tracking and monitoring of PRASAs expenditures such as Water Trucking, Uncontrollable Circumstances, Training, Chemicals, Direct Labor, Sludge Hauling, New Installations, Laboratory Costs, Change in



Law and Maintenance, Renewal and Improvements (MRI). The database systems allow for complete control of expense information, which includes the processing of more than 4,000 invoices monthly.

- Import/Export large amounts of data between Excel Spreadsheets and Access Databases software.
- Complete initial set up of database using Access Software for incorporation of reviewed information.
- Review vouchers to verify inclusion of appropriate documentation for reimbursement, including original invoice, signed receiving form, bank cancelled check and bid documentation.
- Incorporate verified information into database, including a detailed description of expenditures.
- Routinely build queries in Access to summarize status of reviewed information, subcategorize information when necessary, and generate final reports included in payment recommendations reflecting the status of submitted and reviewed information.
- Interact daily with private operator personnel to verify and clarify operator's submissions.
- Train PRASA staff on the use of Access software and established database systems.



GINA MARIE CARRILLO, PE

Urb. Hill Mansions
BC-24 Calle 63
San Juan, PR 00926
(787) 725-1547
(787) 717-0798
Email: ginamcarrillo@gmail.com

CAREER OVERVIEW

Professional Licensed Engineer with experience in *project permits, project environmental compliance, construction management* and *contract administration*. Ability to work under pressure with multiple contractors. Experienced supervising unionized personnel. Experienced performing department reorganization.

Experience in the **water and wastewater industry** evaluating projects compliance with PRASA, state and federal standards.

Member of the College of Engineers and Land Surveyors of Puerto Rico

Fully Bilingual (English / Spanish). Proficient in Italian.

CAREER HISTORY

Puerto Rico Aqueduct and Sewer Authority (PRASA). San Juan, PR
September 2016 - Present

Technical Manager, Public and Private Developments

- Directed and managed a group of engineers, inspectors and administrative personnel.
- Evaluated and approved hydraulics designs for projects connection to PRASA's system.
- Evaluated projects in compliance with PRASA standards.
- Analyzed PRASA's water and wastewater system conditions for future development connections.
- Established procedures to expedite project permit approval.
- Oriented project owners through project permit approval procedures.

Arcadis Caribe, PSC (MP Engineers of Puerto Rico, Inc). San Juan, PR
October 2010 – August 2016

Permitting Consultant

- Prepared project packages for recommendation and permit approval, including General Consolidated Permit, US Army Corps of Engineers Nation Wide Permit, Extraction Permit, Water Extraction Construction Permit and Franchise, Tree Cutting, Pruning, Transplanting and Planting Permit.
- Follow-up on project permit approval.
- Met regularly with technical personnel and central Government top officials.
- Prepared Environmental Recommendations, Environmental Assessment and General Consolidated Permit for industrial projects.
- Prepared Categorical Exclusions and Environmental Assessment for PRASA's Capital Improvement Projects environmental compliance.

- Prepared US Corps of Engineers Nation Wide Permits for PRASA's Capital Improvement Projects.
- Collaborated in the preparation of sludge treatment cleaning procedure for PRASA's water filtration plant in Arecibo.
- Prepared Water Intake Construction Permit for PRASA's Capital Improvement Projects.
- Conducted Phase I Environmental Site Assessment for Community-Wide Brownfield Assessment Grant.
- Conducted facility inspections for PRASA's Asset Conditioning Report.

Gina Carrillo & Associates, San Juan, PR
March 2007 - October 2010

Consultant

- 
- Prepared project packages for permit approval, including Development, Construction and Use Permit, Inscription Plan Authorization, Extraction and Consolidated General Permits.
 - Follow-up on project permit approval.
 - Assisted and oriented developers, architects and engineers in projects design to ensure regulations compliance.
 - Assisted and oriented developers, architects and engineers in answering objections from regulatory agencies.
 - Met regularly with technical personnel and central Government top officials.
 - Prepared operational manual and trained personnel for new permits model for Department of Economic and Commercial Development.

Department of Natural and Environmental Resources, San Juan, PR
August 2003 - July 2005

Auxiliary Secretary

- Evaluated projects for endorsement according to environmental compliance.
- Met regularly with central Government top officials.
- Established procedures to expedite project permit approval.
- Directed and managed a group of 63 technical personnel, including engineers, geologists, biologists, agronomists and land surveyors.

Administración de Reglamentos y Permisos (ARPE), San Juan, PR
January - July 2003

Manager CET

- Directed and managed a group of engineers and inspectors.
- Evaluated and approved applications for construction permit.
- Met regularly with central Government top officials.
- Established procedures to expedite project permit approval.
- Oriented proponents through project permit approval procedures.

PromoExport, San Juan, PR
March 2002 – January 2003

Development Director

- Analyzed and compared bids for government contracts.
- Coordinated between area department and contractor needs for project completion.
- Prepared documentation coordinated and conducted meetings for pre-bids.
- Controlled budgets and tracked deadlines for projects totaling \$6 million dollar.
- Provided building maintenance support.
- Contacted contractors for project evaluation and pricing.

Compañía de Aguas de Puerto Rico, San Juan, PR
June 1999 – March 2002

Metro Region

General Manager, Networks and Systems Department.

- 
- Directed and managed a group of engineers and inspectors.
 - Evaluated project needs and design for "Agua Para Todos" program.
 - Prepared documentation coordinated and conducted meetings for pre-bids.
 - Analyzed and compared bids for government contracts.
 - Generated documentation to justify adjudication of projects.
 - Coordinated between customer service, area department and contractor needs for project completion.
 - Controlled budgets and tracked deadlines for projects totaling \$15 million dollar.

Administrative General Manager. (1999- 2001)

- Prepared, controlled and tracked budgets for contract over \$14 million dollar.
- Generated documentation to justify adjudication of projects.
- Prepared vacation plan for office personnel.
- Worked with Metropolitan Director analyzing and improving approval procedures for new project development.

Metro Region Director Assistant (1999- 1999)

- Participated in the re-organization of the engineering department within the metropolitan region.
- Analyzed data in order to generate reports for justification of costs to Governmental and Federal Agencies.
- Revised procedures and implemented changes for project approval process.

Raytheon Engineers & Constructors, San Juan, PR
August 1998 – June 1999

Validation Specialist IV, Validation Department.

- Developed and executed protocols for Y2K assessment project within the pharmaceutical environment.
- Created test summary reports for the executed protocols.
- Tracked report documentation approvals and remediation.
- Developed and executed Installation Qualification protocols for new facilities in the Pharmaceutical Industry, including pumps, piping and instrumentation.
- Analyzed and modified standard operating procedures for stability rooms within the pharmaceutical industry.

Raytheon Company, Marlboro, MA
July 1997 – July 1998

Member of Technical Staff, Interconnections Department.

- Responsible for the design and documentation of systems interconnections, utilizing PC based Wirelist generation program.
- Contact equipment and material supplier based on military standards.

EDUCATIONAL BACKGROUND & COURSES

Boston University, Boston, MA
BACHELOR DEGREE IN SCIENCE - MECHANICAL ENGINEERING
Professional Engineer, PR License # 17761
Professional Engineer, FL License #81687

Project Management Professional (PMP) Certification Training, San Juan, PR 2009



EFRAÍN CALDERÓN

Certified Principal-in-Charge 1

EDUCATION

AS, Architectural Design, Union County Collage. Cranford NJ

YEARS OF EXPERIENCE

Total – 25 years

PROFESSIONAL REGISTRATIONS

National Groundwater Association (NGWA)

Puerto Rico Geological Society

Asociación Interamericana de Ingeniería Sanitaria y Ciencias del Ambiente (AIDIS)

Asociación de Industriales de Puerto Rico

LICENSES & CERTIFICATIONS

Chevron Environmental Management Company (CEMC) Loss Prevention System Assist Program

CEMC Environmental Drilling Safety Program

CEMC Safe Work Practices (SWP) Gas Testing and Permit Issuing

Federal Emergency Management Agency Introduction to the National Infrastructure Protection Plan

Arcadis Project Management (Certified Project Manager)

Arcadis PIC

Mr. Calderón has 25 years of experience in environmental monitoring and remediation specializing in vacuum extraction systems, underground water sampling, soil gas sampling, sediment sampling, field analytical instrument operations, water treatment systems, air stripping systems, drilling and well installation. He has worked at major U.S. Superfund sites in the United States and Puerto Rico.

Mr. Calderón provides environmental consulting services for major clients in the petroleum and utility industries. His experience includes working as a remediation manager for major petroleum companies in Puerto Rico and throughout the Caribbean, as well as interacting with the regulatory agencies of each country. Has performed Phase I and II environmental site, health and safety assessments and audits for diverse clients and sites (e.g., vacant lots, commercial facilities, warehouses, industrial facilities, drug stores, gas stations, airports, fuel terminals, pharmaceuticals, marinas). Mr. Calderón negotiated directly with multiple federal, state, local, and armed forces regulators to obtain cost-effective solutions to a variety of environmental issues. He oversaw multiple remediation projects that included excavation of impacted soil, soil vapor extraction, dual-phase extraction, groundwater recovery trenches, groundwater pump and treat systems, and subsurface investigation at a major airport. Mr. Calderón also co-managed a multimillion-dollar underground tank removal at a former Air Force Base northeast of Puerto Rico. Mr. Calderón worked on a due diligence for a baseball park at Haina Dominican Republic. He is fluent in Spanish, English, and Portuguese.

Detailed Experience

Environmental Assessment for Petroleum Companies

Oil and Gas Client, Caribbean. Managed over 200 service stations and terminal projects throughout the Caribbean for site assessments, which included budgets, schedules, and execution of projects.

Investigation and Implementation of CWA and CERCLA at Petroleum Terminal

Oil and Gas Client, Puerto Rico. On-site project coordinator for the implementation of the investigation and clean-up efforts. Responsibilities included coordination of subcontractors, as well as activities for the investigation at a refinery and the implementation of USEPA's RCRA Clean Water Act and CERCLA orders.

Subsurface Investigation at Luis Muñoz Marín International Airport

LMMIA Steering Committee, Puerto Rico. Health and safety supervisor for the implementation of the investigation. Responsible for field health and safety issues, including execution of the health and safety plan (HASP); implementation of health and safety procedures; participating in incident investigations (IIs), safe work observations, and development of job safety analysis; conducting site safety orientation training and safety meetings; and reviewing activities with respect to compliance with HASP.

In addition to supervise and perform logistics between airport operations and subcontractors.

Landfill Closure Plan

Landfill Facility, Puerto Rico. Coordinated and participated in the design and field activities of a closure plan of a landfill facility.

Removal of Asbestos-Containing Material

Development Company, Puerto Rico. Supervised and managed the removal of asbestos-containing material from two condominiums for a local development company.

Abatement of Asbestos and LBP and Demolition Activities

San Juan, Puerto Rico. Supervise the abatement and demolition activities of 250 military houses at a former naval base, this included the logistics of subcontractors and project owners, review change orders as well as schedules of activities.

Sediment Sampling Event

International Airport, St. Maarten. Performed and coordinated a sediment sampling event for the expansion of the international airport.

Groundwater Sampling

RCRA Site, Southern Puerto Rico. Served as project health and safety officer for groundwater sampling, water-level measurements, and the drafting of geologic cross sections and water contour maps for a RCRA site.

Pilot Test

Oil and Gas Client, Southern Puerto Rico. Served as project Health & Safety Officer and participated in the start-up of a pilot test for biosparging and air sparging remediation system at a refinery. Performed water-level measurements, groundwater sampling, and a soil-gas survey.

NPDES Sampling

Oil and Gas Client, Puerto Rico. Conducted the sampling for a major petrochemical plant.

Soil and Groundwater Sampling

Oil and Gas Client, South-eastern Puerto Rico. Participated in soil and groundwater sampling, water-level measurements, and the drafting of maps and cross sections for a refinery.

Field Gas Chromatograph Soil-Gas Survey

Waste-Handling Facility, Northern Puerto Rico. Performed field gas chromatograph soil-gas survey during soil remediation activities and coordinated Health & Safety for a waste-handling facility.

Soil-Gas Survey

Superfund Site, U.S. Virgin Islands. Served as project manager for a soil-gas survey in a remedial investigation at a Superfund site.



Shell do Brazil, Brazil. Managed and coordinated a soil-gas survey, drilling of soil borings, soil sampling, monitoring, and well installation at several Shell do Brazil depots.

Phase I Study

Shell, Haiti. Performed, supervised, and coordinated budgets and personnel to conduct a Phase I study of 32 service stations.

Underground Storage Tank (UST) Removal Activities

Confidential Oil and Gas Client, Caribbean. Managed, supervised, and coordinated budgets and personnel to conduct underground storage tank (UST) removal activities, remediation activities, drilling of soil borings, soil sampling, monitoring wells installation, groundwater sampling, health and safety, and report preparation.

UST Removal

Medical Facility, Northern Puerto Rico. Coordinated, managed, and supervised field activities and health and safety requirements during the removal of a UST at a medical facility.

Remedial Investigation

Superfund Site, Vega Alta, Puerto Rico. Field supervisor for a remedial investigation at a Superfund site. Responsibilities included water-level measurement, groundwater sampling of monitoring and multiport wells, soil-gas surveys, supervising well installation, report writing, and drafting maps.

Installation and Operation of Vacuum Extraction System

Pharmaceutical Client, New Jersey. Participated in the installation and operation of a vacuum extraction system at a pharmaceutical facility.

Sludge Sampling

Pharmaceutical Client, Northern Puerto Rico. Coordinated and managed field activities and health and safety requirements during sludge sampling at several lagoons at a pharmaceutical facility.

Health and Safety Oversight

Baltimore Marine Industries Inc., Baltimore, Maryland. Performed 14 days of health and safety oversight of 1,100 workers refurbishing a cruise ship at the dry dock.

301H Sampling Event

Arecibo, Puerto Rico. Served as field coordinator, performed water sampling at wastewater treatment plants, conducted chain-of-custody preparation, samples log-in, preservation, and packaging for shipping.

Carolina, Puerto Rico. Served as field coordinator, performed water sampling at wastewater treatment plants, conducted chain-of-custody preparation, samples log-in, preservation, and packaging for shipping.

San Juan, Puerto Rico. Served as field coordinator, performed water sampling at wastewater treatment plants, conducted chain-of-custody preparation, samples log-in, preservation, and packaging for shipping.



Removal of Lead-Containing Material

San Juan, Puerto Rico. Supervised and managed the removal of lead-containing material from a residential building.

Environmental Site Assessments

Panamá Power and Energy, Panamá. Performed and managed environmental site assessments.

Project Management

Oil and Gas Client, Bayamón, Puerto Rico. Served as on-site project manager for confidential project. Responsibilities included providing project logistics between client field crews and subcontractors; and managing weekly project calls to clients for project schedules and quarterly presentations.



RITA N. LEBRÓN-SANTIAGO

Group Leader 1

EDUCATION

B.S. Environmental Science,
University of Puerto Rico, 1994

YEARS OF EXPERIENCE

Total – 24 years

LICENSES & CERTIFICATIONS



OSHA 40 Hrs. HAZWOPER/
Refresher Course 8 Hrs.
OSHA 8 Hrs. On-Site
Management and Supervision
OSHA 30 Hrs. General Industry
Safety and Health
OSHA 30 Hrs. Construction
Industry Safety and Health
CPR/First Aid with AED
Arcadis Chevron-101 Trainer
Chevron Environmental Drilling
Safety Train-the Trainer (2010)
Qualified Gas Tester for Chevron
Chevron Managing Safe Work
Exxon Loss Prevention System
Train-The-Trainer (2006, 2013)
PUMA Energy International
Course on SAPS Safety Policy
Administration
Arcadis Project Manager Seminar
(2008)
Arcadis Senior Leader
Stewardship Training
Seminars on Safety Regulatory
Developments, Risk Based
Corrective Action for Chemical
Release Sites, and Utility Clearance
Courses on H&S Program
Development, Asbestos, Lead,
Excavation, Phase I and II
Environmental Site Assessment,
DOT Hazardous Substances, Root
Cause Analysis, Respirator Fit
Testing
API Work Safe
TWIC

Ms. Lebrón-Santiago has 24 years of experience providing environmental, health and safety (H&S) consulting services to clients in the petroleum, pharmaceutical, and utility industries. Her experience includes working as H&S coordinator, H&S officer, project manager, and task manager for several petroleum companies in Puerto Rico, the Caribbean, and Central and South America (Exxon Mobil, Shell, Chevron, and PUMA Energy). Ms. Lebrón-Santiago has managed and worked at multiple environmental site assessments at retail and terminal facilities in Puerto Rico, the Dominican Republic, Haiti, the Bahamas, Jamaica, Barbados, Saint Lucia, Saint Maarten, Grenada, Panamá, Guyana, and Nicaragua.

She has served as site H&S officer on projects for several federal agencies and private clients, including a multi-task environmental restoration program at a former air force base, demolition and refurbishing project at petroleum facility, and subsurface investigation at a major airport. Ms. Lebrón-Santiago is certified as a Loss Prevention System (LPS) Trainer (ExxonMobil Refining & Supply, Global Remediation, and former Chevron LPS Assist Program). Has performed Phase I and II environmental site assessments, and health & safety audits for diverse clients and sites (e.g., vacant lots, commercial facilities, warehouses, industrial facilities, drug stores, gas stations, airports, fuel terminals, pharmaceuticals, electronic components, distillery, and marinas) in USA, Puerto Rico, and international locations including the Caribbean, Central America, and South America. Main technical specialties include site investigation (soil, water, and groundwater), environmental map and aerial photograph analysis and interpretation, environmental compliance reconnaissance, field sampling and analysis, and Phase I/II property transfer due diligence examinations, as well as environmental, health, and safety regulation implementation. Has reading, writing, and speaking skills in Spanish, English and Portuguese.

Detailed Experience

H&S Coordinator

Brazil. Conducted several H&S assessments for Arcadis Logos OpCo's environmental, infrastructure, and industry divisions. Worked with Global H&S and Arcadis Logos' personnel to strengthen, standardize, and enhance the Arcadis H&S processes at the projects assessed.

Health and Safety

Río de Janeiro, Brazil. H&S Manager for a decommissioning, decontamination, and demolition project of a large former electrical products facility in Río de Janeiro, Brazil. Prepared multiple Site-Specific Health and Safety Plans, conducted several EHS training in English and Portuguese, conducted internal project audits, provided assistance and guidance in H&S matters.

Puma Energy Caribe, Puerto Rico. H&S Coordinator for the demolition of a former refinery, and refurbishing of major fuel terminal. Responsibilities include: preparation and senior review of job hazard analysis, evaluation of contractor's credentials, assessing and improving work areas for environmental, H&S, conducting and reviewing work observations and field audits, and providing guidance to client regarding H&S practices and regulations.

Auditing

Several Locations and Clients. EHS Auditor for electronics, appliances, pharmaceuticals, regional offices, distillery companies at United States, Puerto Rico, Mexico, Barbados, Brazil, and Caribbean. Planned, conducted, and participated on pre-audit calls; conducted site visits, observations and ergonomic evaluations; conducted regulatory documents reviews. Led opening, daily status, and closing meetings at the facilities and with the client. Prepared findings report.

Whirlpool, multiple locations in Brazil. H&S Auditor for facilities in Brazil. Responsibilities included: participation in pre-audit call, conducting site visit and observations as part of the auditing team, conducting interviews focused on H&S perception and extent within the facility. Led opening, daily status, and closing meetings at the facility, and prepared findings report.

Environmental/Health and Safety

Chevron Environmental Management Company, Various Locations. Project coordinator and site supervisor for environmental projects in the Caribbean region. Conducted project planning, prepared H&S plans and supporting documents, supervised and managed the team, and performed field and sampling activities, as well as prepared reports on several projects including UST closure, site investigation, and site remediation projects in Puerto Rico, Saint Maarten, Barbados, Bahamas, Dominican Republic, Grenada, and Nicaragua. Conducted LPS trainings for English and Spanish audiences in the United States, Puerto Rico, Bahamas, Dominican Republic, Jamaica, Suriname, Guyana, and Honduras. Conducted Chevron 101 and Environmental Drilling Safety trainings for English and Spanish audiences in United States, Puerto Rico, Honduras, Guatemala, St. Maarten, Dominican Republic, and Brazil. H&S coordinator for the Caribbean and Central America regions. In charge of H&S stewardship, Operational Excellence and LPS implementation and monthly reporting. Conducted site visits for project H&S assessments, H&S plans review, and provided H&S guidance to field personnel. Aided as H&S officer at a pesticide warehouse demolition project in the United States.

Subsurface Investigation, Carolina, Puerto Rico. H&S supervisor for implementation of the investigation at a major airport. Responsible for H&S issues, including execution of the HASP; implementation of H&S procedures; participation in incident investigations and safe work observations, and development of job safety analysis; conducting site safety orientation training and safety meetings; and reviewing site activities with respect to compliance with the HASP. Supervised and coordinated utility clearance activities, drilling, soil sampling, monitoring well installation, and groundwater sampling.



Environmental/Health and Safety

Esso Standard Oil (Puerto Rico) Corp., Exxon Mobil, Various Locations. Project coordinator for environmental projects in the Caribbean region. Conducted project planning, supervised and managed the team, performed field and sampling activities, prepared reports, and negotiated with regulatory agencies on several projects including UST closure and replacement and site remediation projects in Puerto Rico, Barbados, Jamaica, and Guyana. H&S LPS auditor for demolition projects at several locations in the U.S. Served as advocate and guide for Spanish-speaking personnel and conducted project H&S auditing.

Phase I Environmental Site Assessment

Barceloneta Area, Puerto Rico. Performed a Phase I environmental site assessment of a major pharmaceutical industry. Conducted site reconnaissance, mapping and aerial photo interpretation, and interviews with site representatives, governmental information and database search to assess current and historical site activities.

Peñuelas and Guayanilla, Puerto Rico. Performed a Phase I environmental site assessment, for a confidential client, of several large parcels of land (including former and current industrial, port, commercial, and vacant properties) being evaluated for a future transshipment port development at the south of the island.

Underground Injection Control Compliance Program

Esso Standard Oil (Puerto Rico) Corp. (ExxonMobil Corporation), Guaynabo, Puerto Rico. Project co-manager for the underground injection control (UIC) compliance program including more than 100 septic systems located in Puerto Rico's gas service stations. Conducted project technical management; closure plan preparation; closure sampling coordination and performance; report preparation; contents removal, clean-up, and disposal activities coordination; and interfaced with clients, governmental agencies, and contractors.

Environmental Baseline Study and Phase II Environmental Site Assessment

Vieques, Puerto Rico. Participated in the development of an environmental baseline study and Phase II environmental site assessment regarding an U.S. Navy facility. Conducted site reconnaissance, mapping, aerial photo interpretation, and interviews with site representatives to assess current and historical site activities. Performed field sampling activities.

Phase I and Limited Phase II Environmental Site Assessment

Confidential Client, Peñuelas and Guayanilla, Puerto Rico. Participated in the development of a Phase I and limited Phase II environmental site assessment of a large former refinery facility for a confidential client. Supervised drilling and monitoring well installation activities, conducted soil and groundwater sampling, prepared existing storage tank condition inventory, conducted tank contents sampling, and assisted in report completion.

Multi-Task U.S. Army Corps of Engineers Project

Aguadilla, Puerto Rico. Site H&S officer for multi-task U.S. Army Corps of Engineers (USACE) project at the former Ramey Air Force Base that included removal, disposal, and upgrade of underground and aboveground storage tanks, filters, filling/transfer stations, vaults, piping, and other appurtenances. Responsible for H&S compliance including supervision, enforcement, documentation, hazard communication, inspection and monitoring, hot work, and confined space entry permits.



CARLOS RODRÍGUEZ, P.E.

Project Environmental Engineer

EDUCATION

BS Civil Engineering, University of Puerto Rico, Mayagüez Campus, 1968

YEARS OF EXPERIENCE

Total – 50 years

LICENSES & CERTIFICATIONS

Licensed Professional Engineer in Puerto Rico and US Virgin Islands

Certificate of Training in Loss Prevention System

Chevron 101

Hazardous Waste Operations and Emergency Response 40-Hour Course and 8-Hour Refresher

RCRA Hazardous Waste Regulation Training

Hazardous Material Transportation Smith Driving System

CPR/First Aid

Bloodborne Pathogens

API Work Safe

H&S HazCom GHS Update

Confined Space Entry and Rescue

TWIC

PROFESSIONAL AFFILIATIONS

Professional Engineer – Member of Professional College of Engineers and Land Surveyors of Puerto Rico

Puerto Rico Engineers Society

Mr. Rodríguez has 50 years of experience engineering, environmental and remediation systems. Has directed and managed numerous environmental projects including engineering work in general construction and oil industry, retail and operation engineering and procurement. Also, leading and participating in environmental emergencies and remediation projects. Mr. Rodríguez has also developed a solid profile in health and safety, security and environment, including retail engineering and depot operations.

Detailed Experience

Due Diligence

Worked with a multitask team on the due diligence process for the selling/acquisition of a major oil and gas company in LA. Our team evaluated asset conditions, identified environmental liabilities and provides estimates for country and international compliance. Assets includes oil & gas terminals, airports, marine ports, commercial sites, contaminated land sites-retail and LPG facilities.

External HSE Management System Audit

Led an external Audit Team to review HSE Management System and operation compliance on different Caribbean countries on an agreed annual schedule. Tasks included retail, commercial, terminals, barge transportation, marinas and LPG facilities for a Multinational Oil Company.

Health Facility Recovery Project

Performed damage, water intrusion and fungal growth assessment for thirty (30) health clinics locate across the island affected by Maria Hurricane. Oversight project remediation which includes removal, demolition and disposal of damaged building material, cleaning and air sampling.

Data collection for the assessment of municipalities storm sewer conditions after Hurricane Irma and Maria

Worked with a Team to collect data from PR municipalities to assess storm sewer conditions after Irma and Maria Hurricanes. Tasks included visit and interview with municipal officials, identification of local flooded areas, identification on maps, landslides, damage cost estimates, pictures and videos.

Decommissioning of a manufacturing facility

Worked with a team to provide oversight inspection of a manufacturing facility demolition and decommissioning.

PSM and RMP

Worked with a multitask team preparing a Process Safety Management (PSM) Manual to comply with OSHA regulations for an LPG Terminal Facility of a Multinational Oil Company. Worked with a multitask team preparing a Risk Management Plan (RMP) to comply with EPA regulations for an LPG Terminal Facility of a Multinational Oil Company.

RCRA Project in Puerto Rico

Provided oversight inspection, representing a multinational company on RCRA project to clean an impacted soil site with metals.

Environmental Site Assessment (Phase I and II)

Prepared Environmental Assessments reports (Phase I and II) in compliance with EPA and Puerto Rico Environmental Public Policy Act (like National Environmental Policy Act - NEPA), for national oil companies, recognized manufacturers and pharmaceuticals.

Spill Prevention Control and Countermeasure (SPCC) Compliance Plan Preparation

Prepared SPCC plan for a federal agency facilities located in Puerto Rico in accordance with SPCC latest revision from the U.S. Environmental Protection Agency (USEPA).

Site Strategic Plan (SSP) Preparation for Impacted Soil and Groundwater Sites

Prepared SSPs for a multinational oil company, which included whole road map planning, site assessment, evaluating alternatives, selecting remedy, designing/planning remedy, estimating budget, executing strategy, monitoring and evaluation, and submitting cases to agency/owner for final closure.

Engineering Management Leadership

Led Puerto Rico Engineering activities as Retail Chief Engineer and later Regional Engineering activities as Caribbean Retail Chief Engineer for an International Petroleum Company. Tasks includes supervision of Retail Engineers located in each Caribbean country (Jamaica, Barbados, Dominican Republic, Haiti, etc.); maintenance and construction of Retail outlets; design, planning, specifications, bidding; procurement for tanks, pipelines, dispensers and visual manifestations. Also, work as Operation Manager in one of the Company facility.

Retail Construction Projects and Improvements

Responsible for management and construction of retail projects in the Caribbean Region (approximately 700 service stations) using best practices and managing the implementation for timely delivery against targets and agreed budget of all Capex projects. Managed and supervised \$10 million budget on construction projects/improvements within the area, including construction drawings, permit transmittal, procurement, and contracts.

Procurement of Dispensing Pumps

Represented the Caribbean Region in the first team that procured dispensing pumps in the South America Region, with total savings of \$10 million. Dispensers specifications were standardized first within Caribbean and Central Region and later within all LA.



Construction Supervision

Managed and supervised the construction of the first Shell convenience store introduced at the network, which also served as the pilot site for launching the Convenience Store Program in Puerto Rico and other CCA countries.

Project Management

Performed high level project management (US 19.3M Capex) for 42 projects and carried over projects within the Caribbean region.

Implementation of Engineering Standards

Played a key role in the implementation of engineering standards in all areas of retail engineering; therefore, optimized the resources and fulfilled the established goals in terms of budget and time in the Caribbean Region from an advisory role.

NPDES Application for Multinational Company

Worked in the application and document preparation to obtain NPDES permit for a multinational company on an oil refinery.

Environmental Procedures

Managed environmental emergencies and cleanup procedures with minimum service station interruptions following company and Puerto Rico Environmental Quality Board (PREQB) procedures.

Housing Projects in Puerto Rico Industry

Responsible for planning and developing new housing projects using Puerto Rico and U.S. subsidy funds.

Recovery Plan

Managed hurricanes Floyd and Lenny recovery plans in the Bahamas and Saint Maarten, which received partial payments from an international insurance company.

Plant Facilities Maintenance

As Operation Manager of an oil and gas company facility which include asphalt product manufacturing, maintained the plant facilities to their maximum efficiency at minimum costs. Scheduled production cycles to assure stocks of raw material and maintaining adequate level of finishing products to meet sales requirements.

Remedial Action Plans

In charge of reviewing the implementation of remedial action plans for OU retail HSSE cases.

Operation Case

Created a manual of operation case that contained risk identification, risk level assessment, actual control analysis, and remediation procedures for all activities in the service station sector. The analysis included more than 300 retail activities and related processes.

Pilot Site Management

Successfully managed the first pilot site (Puerto Rico) to introduce and to get Shell International Petroleum Company (SIPC) approval for launching retail visual identity in the Caribbean along with CA (Guatemala).

Retail HSSE Management

Responsible for development of the retail HSSE management system for Latin America and implementation in the Caribbean countries.

Health and Safety

Assured required health and safety conditions for two supervisors and 13 production and maintenance employees, ending with zero incidents.

Environmental Plan

Collaborated on the implementation of the environmental plan to comply with the new tank regulation (1987) and assisted in the preparation of the annual capital and maintenance budget.

Engineering Activities

Managed engineering activities generated at 271 retail outlets and 400 consumers' network in Puerto Rico.

Disposal Program

Successfully coordinated engineering and environmental aspects of the disposal program for 61 sites in Puerto Rico (1994) with minimum consequences and no issues with the USEPA and the PREQB.

Multi-Project Framework

Worked simultaneously in a highly complex multi-project framework with poor logistics and multi-culture environment (four different languages) within a given timeframe, agreed scope, and budget without no lost time injuries.

Cleanup Project

Completed the clean-up of 70% of a very old asphalt spillage and completed the required disposal of not-in-use old chemical residuum, which prevented government actions against the company.

HSSE Plans

Ensured consistency of HSSE plans in all Caribbean and Central America (CCA) operating units (i.e., surveys, assessments, remediation plans, tank replacement plans, etc.).

DAVID COOK

Geologist

EDUCATION

MA in Geological Sciences
Harvard University (1969)

BA in Structural Geology
Rutgers University (1967)

YEARS OF EXPERIENCE

Total – 40+ years

PROFESSIONAL REGISTRATIONS

Registered Professional Geologist
in Puerto Rico (#075-GP)

SOCIETIES

International Who's Who of
Professionals 1995

PR Chamber of Commerce'
Environmental Committee

TECHNICAL COURSES

Health and Safety Training for
Hazardous Waste Activities,
Ecology & Environment

Air Photo Interpretation for Site
Selection – Air Force Institute of
Technology

Mr. David Cook has over 40 years of experience in environmental due diligence and all aspects of hazardous waste site evaluation, investigation and remediation. He has conducted and supervised projects throughout the United States and the Caribbean that have involved the identification, delineation, and clean-up of a wide variety of chemical contaminants for government, industrial, and legal clients. He has worked extensively with remote sensing techniques, including aerial photo interpretation. Other areas of expertise include: structural geology, groundwater contamination investigations, air studies, environmental compliance audits and assessments, RCRA studies and CERCLA studies.

Mr. Cook is a Vietnam War era veteran.

Detailed Experience

Asbestos & Lead Abatement

Puerto Rico Tourism Company. Supervision of asbestos & lead abatement and demolition of U. S. Coast Guard Station in San Juan including 60 residences and numerous office buildings.

Environmental Assessment

Client. Environmental Evaluation of the area to be developed into the Puerto Rico Convention Center.

Client. Environmental Evaluation of Crowley Hanger 21 Site at Isla Grande, San Juan, Puerto Rico.

PUMA Energy. Environmental Evaluations of numerous service station sites throughout Puerto Rico.

Client. Environmental Investigation of two pesticide Superfund Sites in Manatí and Arecibo, Puerto Rico for the USEPA.

Puerto Rico Environmental Quality Board. Environmental Investigation of a battery manufacturing site in Arecibo.

Puerto Rico Sun Oil Company. Drilling of soil borings, installation of monitoring wells, soil and groundwater sampling and analysis, preparation of periodic reports for the U.S. Environmental Protection Agency (USEPA) over a period of four years. This program was performed at a petrochemical refinery in Yabucoa, Puerto Rico for USEPA Resource Conservation and Recovery Act (RCRA) compliance.

Environmental Assessment

PepsiAmericas. Subsurface investigation in Río Piedras, Puerto Rico of impacts from a leaking underground storage tank. Scope of work included drilling of soil samples, installation of temporary wells, soil and groundwater sampling and analysis; development of a Remedial Action Plan based on risk-based corrective action; negotiation with state regulatory agency. ERM successfully negotiated the first 1000 ppm soil clean-up criteria for a hydrocarbon release site. This was a diesel release from a UST.

Visteon. ERM successfully negotiated the 2nd 1000ppm clean-up criteria for a hydrocarbon release site. This was a large project involving several thousand yards of impacted soil.

Chevron Phillips Puerto Rico Core, Inc. Ongoing program of soil gas surveys, drilling of soil borings, installation of monitoring wells, soil and groundwater sampling and analysis, preparation of periodic reports for the USEPA over a period of 10 years. This program is being conducted at a petrochemical refinery in Guayama, Puerto Rico for USEPA-RCRA compliance.

Puerto Rico Electric Power Authority. \$1 million Phase II investigation of a large petrochemical refinery in Puerto Rico involving historical aerial photo investigation, soil borings, monitoring well installation, asbestos and lead sampling and analysis, water and soil sampling and analysis, and development of remedial alternatives and costs; support to legal counsel (Brown & Wood/Sidley & Austin) and financial underwriters (Bear Stearns) to prepare purchase and sales agreement and associated environmental documents.

Puerto Rico Electric Power Authority. Drilling of soil borings, installation of monitoring wells, and soil & groundwater sampling and analysis to evaluate the extent of impacts associated with a diesel fuel leak from a large above-ground storage tank. Project was performed at a Hydrogas Plant in Vega Baja, Puerto Rico. This data was used to develop a remedial action plan involving free product removal and bioremediation.

Puerto Rico Electric Power Authority. Performance of a soil gas survey, drilling of soil borings, soil sampling and analysis. This project was performed at an electrical substation in San Juan, Puerto Rico to evaluate the extent of impacts from a leaking underground storage tank. This data was used to prepare a remedial action plan using bioremediation.

Puerto Rico Electric Power Authority. Performance of a two-year program of soil borings, monitoring well installation, and soil and groundwater sampling and analysis at eight turbine facilities throughout Puerto Rico. The data was used to evaluate impacts resulting from fuel spills and leaks associated with above ground storage tanks and to evaluate the permeabilities of the diked containment areas. Remedial action plans consisting of soil excavation and removal and bioremediation were developed.

Shell Caribbean & Central America. Drilling of soil borings, installation of monitoring wells, and soil and groundwater sampling and analysis to establish base line conditions at service stations and bulk fuel storage facilities in Puerto Rico, Honduras, Guatemala and Nicaragua, Haiti and the Dominican Republic.

PPG Industries, Inc. Three-year program of soil borings, monitoring well installation, soil and groundwater sampling and analysis and preparation of periodic reports conducted at a closed chemical manufacturing facility in Guayanilla, Puerto Rico. This program was conducted for USEPA-RCRA compliance.

ChevronTexaco. Site investigations at gasoline retail sites in Colombia (50), Panamá (15), and Suriname.

Exxon Mobil (in 12 Caribbean countries). Program Manager for retail site investigation and remediation projects.

Natural Gas Transmission Company. Supervised contamination assessment, drum and tank cleaning and disposal, surface soil and sludge excavation and removal,



lagoon clean up, and drain line decontamination and replacement associated with system-wide PCB contamination.

Puerto Rico Government Development Bank. Project Director for site assessment program at Puerto Rico's sugar refineries.

Geological Studies

PR Solid Waste Management Authority. Directed the site investigation and geological studies for the proposed waste-to-energy facility at the Coloso Sugar Central.

Legal Support Services

Foley, Hoag & Eliot. Provided legal support services related to the Woburn, Massachusetts Superfund site litigation case. Client was W.R. Grace & Co.

Anderson & Greenfield. Provided legal support services related to a contaminated site litigation case in Warminster, PA. Client was Liberty Mutual Insurance Co.

Goldman Antonetti & Cordova. Provided legal support services related to a hydrocarbon contamination litigation case in north-western Puerto Rico (confidential client).

McConnell Valdez. Provided legal support services related to hydrocarbon impacts at a site in southwestern Puerto Rico (confidential client).

Client. Supervised a waste apportionment evaluation of a CERCLA waste disposal lagoon in Norristown, Pennsylvania.

Client. Supervised the CERCLA Remedial Investigation (RI) of the Vestal Well Field in Vestal, New York that was contaminated with trichlorethylene. Activities included soil and groundwater investigations and remediation.

ECRA and RCRA Activities

Client. Supervised New Jersey ECRA and U.S. EPA RCRA activities at the Coastal Eagle Point Oil Refinery in Westville, New Jersey, including free product removal and disposal.

Hercules Chemical Co., E. I. Du Pont de Nemours & Co., Westinghouse and Bethlehem Steel Co. Performed preliminary studies for RCRA Corrective Measures studies at sites in New Jersey and Pennsylvania.

Hydrogeologic Investigation

Chevron. Designed and supervised a hydrogeologic investigation at the Chevron/Gulf refinery in Philadelphia, Pennsylvania, to evaluate the extent of free product.

Waste Management of North America. Conducted hydrogeologic investigations of several landfills including the Lake View Landfill in Erie, Pennsylvania, and the Berkeley Landfill in Berkeley, Massachusetts.

Aquifer Restoration

Pharmacia & Upjohn). Part of original 189 NPL. Performed Remedial Plan, Design, Construction Management, O&M Manuals, SAMP, Start-up, Training, Monitoring, and reporting.

Site Auditing

Gulf (Caribbean Petroleum). Due diligence audits of 259 retail service station sites in Puerto Rico.

Puerto Rico Telephone Co. Due diligence audits of 50 telephone company facilities in Puerto Rico.

Centro Piezas. Due diligence audits of 57 auto parts facilities in Puerto Rico.



Plant Decommissioning

Mack Trucks, Inc. (Allentown, Pennsylvania). Supervised a plant-decommissioning program including heavy metal contamination assessments, underground storage tank management, and engineering solutions to collapses in karst areas.

Asbestos Sampling & Analysis

Client. Established a group that included a bulk asbestos and airborne fiber analysis laboratory. Managed numerous studies for state and local government and conducted analyses for private clients.

Remedial Investigation

Wood Treatment Companies. Conducted remedial investigations at wood treatment facilities in Toledo, Ohio; Granite City, Illinois; and Connecticut to determine the extent of soil and groundwater contamination.

Chambers Development Company. Conducted a Remedial Investigation/Feasibility Study at a trash transfer station in New Jersey.

Client. Supervised Superfund Remedial Investigation work at Tutu Well Field Site (St. Thomas, USVI) and Vega Alta, Puerto Rico Site. The Vega Alta project involved extensive groundwater modeling in a karst environment.

Mining

Client. Performed engineering inspections of major mining operations (gold, silver, iron, copper, molybdenum, zinc, and other metals) across the US as part of the US EPA New Source Performance Standards Program.

Stormwater Management

Client. Planned and conducted fieldwork related to the design and construction of stormwater management systems. Utilize AutoCAD for the design of grading, earthwork, ditches, inlets and underground pipe.



ORLANDO SÁNCHEZ VALENTÍN

Project Engineer

EDUCATION

B.S. in Environmental Engineering,
Polytechnic University of PR (2005)

B.S. in Environmental Sciences,
University of Florida (1998)

YEARS OF EXPERIENCE

Total – 20 years
With ARCADIS – 12 years

QUALIFICATIONS

Certified Lead Inspector
Certified Asbestos Inspector
Certified Mold Assessor
Certified Environmental Auditor
Registered Environmental
Manager
OSHA HAZWOPER 40-HRs
OSHA Site Supervisor
Completed and Compliant with
the 30-hour and 10-hour OSHA
General Industry Courses

Mr. Sánchez's is a project engineer/manager whose career has concentrated working for private consulting firms in the fields of environmental permits compliance for pre-construction, construction and operation phase of projects. **Mr. Sanchez is an expert in environmental compliance, environmental permits, water infrastructure condition assessment, lead based paint / suspected asbestos materials inspections and indoor mold assessment.** Orlando has worked predominantly as a consultant in the field of water infrastructure planning for both private and public clients. Mr. Sanchez excellent interpersonal skills has made him become part of the Arcadis Caribe's leadership group and regularly collaborates with client development and branch marketing efforts. Orlando is supervisor and advisor to several staff members.

Detailed Experience

Arcadis Caribe, PSC

Project Engineer/Manager

- In 2018 Sánchez played a leadership role in the effort to assess the Puerto Rico wide storm water collection system condition post Hurricane María. The assessment study was commissioned by the Puerto Rico Governor's Authorized Representative (GAR) to FEMA.
- In 2017 Mr. Sánchez collaborated in the assessment of the damages caused by Hurricane Maria to PRASA's drinking water and waste water treatment infrastructure.
- Since 2016 Mr. Sánchez is the project manager for the Municipality of Caguas' Municipal Separate Storm Sewer System (MS-4) evaluation and digitalization of infrastructure assets into geographic information system format project.
- Developed Notice of Intention report for the Municipality of Hatillo MS-4 Permit.
- Member of the team in charge of preparing the MS4 permit application for the Municipality of Caguas, conducting an evaluation of the municipality's storm water system, and digitalizing it into Geographic Information System format.
- In 2017 Mr. Sánchez lead a water sampling team for a sampling event at three car manufacturing plants in Saltillo Mexico.

- Collaborated with a Water for Industry Team in the performance of a Water Kaizen Event at three car manufacturing plants in Saltillo Mexico.
- Mr. Sánchez has performed inspections and generated condition report of both wastewater and drinking water infrastructure facilities including water treatment plants, wells, pump stations and tanks for the yearly "Puerto Rico Aqueduct and Sewer Authority" (PRASA) Consulting Engineering Report since 2008 to 2017.
- In 2017 Mr. Sánchez collaborated in the evaluation of more than twenty, Priority 5, PRASA's drinking water supply wells as part of a comprehensive study to assess the wells' source water protection and to determine if the wells source's groundwater was under the direct influence of surface water. Mr. Sanchez visited all the wells, collaborated in the determination of surface water influence, and wrote the final report of the study.
- Mr. Sánchez was a member of the management team in charge of the waste management operation during the 2015-2016 Valley and Butte Fires Emergency Response effort for Cal-Recycle in the State of California. Mr. Sánchez supervised site debris removal operations and soil sampling activities.
- Led the sampling team during the Summer of 2016 ground water sampling event for Baker Hughes Oil Industry in Midland, Texas.
- From 2006-2015 Mr. Sánchez managed the production and implementation of permits-plans for PRASA installations to comply with all local, federal, and internal environmental laws and requirements during the Capital Infrastructure Program.
- Orlando was the Arcadis Caribe's Health and Safety Coordinator for 2015.
- Member of the team which developed, prioritize sites, conducted community involvement activities for the Municipality of Caguas Community-Wide Brownfield Assessment Grant
- Collaborated in the preparation of PRASA's Climate Change Vulnerability Assessment and Adaptation Plans.
- Performed quality assurance and quality control review of Risk Management Plans and Process Safety Management's documents for PRASA.
- Developed Inventory, prioritize sites, conducted community involvement activities and Phase I ESAS for the Puerto Rico's Municipalities of Yauco and Caguas, Community-Wide Brownfield Assessment Grants.
- Performed environmental Audits for installations in both the public and private industry sectors.
- Collaborated in soil and water sampling activities for the Culebra Island's Formerly Used Defense Sites Remedial Investigation and Feasibility Study.



- Performed sampling of water stored in residential water cisterns post a malfunction in a controlled oil flare at HOVENSA's refinery in St. Croix, USVI.
- Participated in the community outreach effort post a malfunction in a controlled oil flare at HOVENSA's refinery in Saint Croix, USVI.
- Participated in the implementation of the sampling and analysis plan for the closure of a CALORIC® incinerator and three hazardous waste storage tanks (RCRA "Hot Zones") at Bristol-Myers Squibb Pharmaceutical Manufacturing Facility, Humacao, Puerto Rico.

Previous Experience

AECOM Caribe formerly known as URS Caribe (2003-2006)

Engineer/Biologist. Expert in environmental compliance, environmental management and environmental audits.

- National Environmental Policy Act (NEPA) Process for the installation of Telecommunications Towers, Air Emission Permits, Asbestos Containing Materials and Lead Base Paint Surveys and Result Analysis, Environmental Impact Statements (EIS), Environmental Assessments (EA), Flora and Fauna Studies, Inspection of Runoff and Sedimentation of Land Control Plans (CEST), Inspection of Storm Water Pollution Prevention Plans (SWPPP) for Construction Activities, Inspection of Wetland Mitigation Sites for the Puerto Rico Highway and Transportation Authority, Jurisdictional Determination (JD) of water bodies for the United States Corps of Engineers, Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Tree Inventories, Underground Injection Control (UIC) Permits and Design, Water Franchise Permits.



Carlos E. Ocasio Feliciano

Environmental Scientist

Over 18 years combined experience in environmental consulting and management. Expertise includes Environmental Surveys and microbial and fungi survey for building sick syndrome. Trainer for asbestos, lead, mold, respiratory protection, hazmat Environmental monitoring.

Licensed in Project Designer New York State and Puerto Rico, Supervisor, Inspector, Worker and Monitoring Specialty. Licensed in Lead Supervisor, Inspector, and Worker. Environmental manager for Environmental Hygiene department on Altol Environmental Services, Inc. Director of the Altol Training Center Accredited for Environmental Quality Board. Co-Owner of Best Environmental Consultants.

Education

Draftman IBC Ponce P.R.

Main Technical Courses

- Project Designer, NAETI New Jersey, PREQB Licensed
 - Lead Base Paint Project Designer, Old Dominion Environmental Services, Virginia, PREQB Licensed
 - Lead Base Paint Inspector PREQB Licensed
 - Asbestos Supervisor, PREQB Licensed
 - Asbestos Inspector PREQB Licensed
 - Asbestos Project designer New York State Licensed, PREQB Licensed
 - Certified Microbial Remediation NAETI
 - Air Monitoring Specialist PREQB Licensed
 - HAZWOPER Trainer certified by California State University Dominguez Hills campus.
 - Trainer of Altol Training Center, Certified by PREQB.
-

Languages

Spanish/English

Fields of Competence

- Monitoring Asbestos and Lead
 - Inspection in building Asbestos, Mold and Lead
 - Environmental Study Indoor Air Quality
 - Project Designer
 - Management
 - Environmental Permitting
 - Environmental Emergency Response
-

Key Projects

- EPA CERCLA Project Battery Recycling Arecibo
- Head Start Abatement Project 13 structures Ponce P.R. (Abatement Supervisor/Inspector).
- Ralph Dechabert Public Housing Project, St Croix VI

Air Monitoring:

- Santa Catalina Public Housing Yauco P.R., Agustín Stahl Public Housing, Aguadilla P.R., Los Alamos Public Housing, Guaynabo P.R., Manuel A. Perez Public Housing, San Juan P.R., Manuel Rossi Public Housing, San German P.R., Rafael Hernandez Public Housing, Mayaguez P.R., Cuartel General Building, Hato Rey P.R. (Lead Survey), Water Authority, Power Authority (WAPA) St Thomas VI, Lead Air Monitoring/Lead Survey. (2015), Water Authority, Power Authority (WAPA) St Croix VI, Lead Air Monitoring/Lead Survey. (2015), Ralph Dechabert Public Housing, Christiansted St Croix VI (Supervision and air monitoring, ongoing project), Puma Energy St Croix airport Jet A tank farm, lead abatement (ongoing project 2015), Old facilities at Hotel Empress Amapola #2, Amapola #4 at Isla Verde; Andrews Residence, Condado; Hatillo Cash & Carry; Old Sizzler, Hato Rey; Behar Residence, SJ; S. Miguel Apartments, Mayaguez; Seaview 1126 and Seaview 1127, Condado, PR; Diputacion Provincial, Old SJ; Osvaldo Rivera Residence, Utuado; Indira Hernandez Residence, Puerto Nuevo; Old Mazda Dealer, SJ; Four Houses at Parkside, Guaynabo; Antonio Martorell House, Ponce

Resumes of Project Personnel

Maria Vazquez Montes

Environmental Scientist

15 years of combined experience in the industrial microbiology environmental monitoring field and management and about 7 years in asbestos and lead environmental analyses. Expertise includes microbiological analyses including, environmental analyses of rooms, equipment analyses, tests to raw materials and finished product and, validations to British, European, Japanese and US markets. Skills include problem investigation, problem solving and prevention, equipment validations, product analyses, suspect asbestos containing building materials identification and lead inspections using XRF analyzer. Also, experience in SOP's creation, training to co-workers and compliance with requirements. Licensed in Air Monitoring, NIOSH 582, Inspector and Supervisor, for asbestos and lead and lead risk assessor.

Education

BS in Industrial Microbiology at University of Puerto Rico, Mayaguez, PR, 1997

M.S in Business Administration, University of Phoenix, Guaynabo, PR, 2008

Main Technical Courses

- Air Monitoring Specialist PREQB Licensed
 - Peachtree Training, 2009
 - Investigation Training, 2003
-

Languages

Spanish/English

Fields of Competence

- Environmental Monitoring
 - Environmental Study Indoor Air Quality.
 - US, JP, BP, EP Pharmacopoeia.
 - Water, Injectable, Topical, Tablets analyses and validations
 - Developing Standard Operating Procedures.
 - Implementation of accounting database
-

Key Projects

- Accounting database creation and implementation.
 - Running of Medical Devices audits, and new stents validations.
 - Supervising GSK (Cidra I, Cidra II, Cidra III buildings) assuring QA compliance, audits during procedures.
 - Sterile Area Equipment validations.
 - Injectable products analyses validations.
 - Asbestos and Lead Environmental analyses
 - Environmental Evaluation for Bacteria and Molds
-

Asbestos and Lead Monitoring

- Old facilities at Hotel Empress Amapola #2, Amapola #4 at Isla Verde; Andrews Residence, Condado; Hatillo Cash & Carry; Old Sizzler, Hato Rey; Behar Residence, SJ; S. Miguel Apartments, Mayaguez; Seaview 1126 and Seaview 1127, Condado, PR; Diputacion Provincial, Old SJ; Osvaldo Rivera Residence, Utuado; Indira Hernandez Residence, Puerto Nuevo; Old Mazda Dealer, SJ; Four Houses at Parkside, Guaynabo; Antonio Martorell House, Ponce; Helvetia Project Carolina, Northstar training, Pathstone training, RG training
-

Edwin A. Ayala-Ramírez, PE
PMB 332 PO Box 4960
Caguas, PR, 00726-4960
Tel. 787-743-2588 o 787-691-4440
eayala@esfpr.com

EDUCATION

Doctorate of Philosophy, Chemical Engineering, Ph.D Candidate,
Master of Science, Chemical Engineering, May 1996,

Bachelor of Science, Chemical Engineering: May 1994,

LICENSURE

Professional Engineer (PE), Active member of CIAPR and Asbestos a lead Inspector

KEY PROJECTS

Departamento de la Vivienda - 2006-to 2012 Lead Based Paint and Asbestos Containing Material Inspector by Federal Program

Departamento de Educación - 2000-to 2004 Lead Based Paint and Asbestos Containing Material Inspector by Escuela Siglo XXI

PUMA Energy Caribe Inc. 2009 to present Lead Based Paint and Asbestos Containing Material Inspector. Prior to the demolition Lead Base Paint and Asbestos Containing Material was abated by Central Waste Service, a certified company and disposed off in Ponce. Engineer Edwin Ayala was EPA third party inspector; he was in charge of reviewed and evaluated of the contractor performance including the evaluation of the laboratory tests which were used to prepare Non-Presence of LBP and ACM Certifications.

Lilly del Caribe, Mayaguez - Decommission Site Project - 2007

Aileen Ocasio, EHS Manager, 787-366-6373

Gerardo Ruiz, EHS, ruiz_gerardo@lilly.com, 787-652-6367

Prior to the demolition Lead Base Paint and Asbestos Containing Material was abated by Central Waste Service, a certified company and disposed off in Ponce. Engineer Edwin Ayala was a third party inspector; he was in charge of reviewed and evaluated of the contractor performance including the evaluation of the laboratory tests which were used to prepare Non-Presence of LBP and ACM Certifications. Also, Engineer Ayala developed, obtained and inspected the Consolidated General Permit.

Payco Ice Cream - Bayamón -Site Demolition -2006

Contact- Jaime Morales - Owner, 787-793-6201

In charged of all Permits require to site demolition such as Environmental Assessments, Consolidated General Permit and Demolition Permit. Also Engineer Ayala supervised the

Engineering Solution Firm, Corp.

demolition contractors in compliance of Federal and State Regulations, including the Lead Base Paint Abatement.

RELATED EXPERIENCE

Engineer Senior Consultant-(ESF) 2004 to present -Environmental and Civil consulting regarding, Planning Board, Regulations and Permits Administration (ARPE), Environmental Quality Board Regulations, NPDES permits, air emission permits, hazardous and non-hazardous waste management facilities, among others.

- EQB- Asbestos and Lead based Paint inspector for public and private home and industry including - Home and Special Community Program (HUD Program)
- ARPE - Construction Permit, Demolition Permit, Anteproyecto, Urbanization Permit and use Permit
- Planning Board - Zone Change
- Health Endorsement to Construction Permit
- Fire Department Endorsement to Construction Permit
- AEE and AAA Endorsement to Construction Permit
- DRNA Endorsment including HH Studies
- DTOP - Project Director - Special Community Project Designer - 2008- La Pica, Las Flores, Obrera-Humacao, Pellejas Orocovis, Carmen- Guayama

Engineer Consultant, Panzardi-ERM, 2001 More than four years of experience with the academic and environmental field knowing about regulatory compliance including Air, and Water System. At ERM- Puerto Rico, works with the Air Services Group providing different air related consulting services such as: Air permits application review, emission models calculation, and support to the pharmaceutical MACT standards and RMP. As well, preparing compliance plans and permits to comply with federal, state, and local environmental regulations in air, soil and water system. Knowledge of Clean Water Act, Clean Air Act, SARA 313, RCRA, EPCRA and CERCLA regulations.

Key Projects

- Potable Water System Feasibility Studies for pharmaceutical industries
- Preparation of Toxic Release Inventory (TRI) report in compliance with Federal Regulation.
- Preparation of Tier 1 and Tier 2 report in compliance with Federal Regulation.
- RCRA solids characterization Protocol for pharmaceutical product. **Project Manager**
- Startup, Shutdown and Malfunctioning Protocol in Compliance of the Maximum Achievable Control Treatment (MACT). **Project Manager.**
- Prepared and submitted Air Toxic Inventory to Environmental Quality Board based on environmental protocol. **Project Manager.**
- Preparation and submission of Desktop Evaluation to comply with Lead and Copper Rule (CWA).. **Project Manager**
- Recalculation of Particulate Emission Factor for pharmaceutical formulation processes.
- Co-Prepared Corrective Action Plan to describe a use a risk-based approach to identify the scope, goals, and objectives to cleanup contamination caused by the release from an diesel underground storage tank (UST) system.

- VOC and Particulate emission calculation for Pharmaceutical and industrial Process.
- Preparation and submission air permits to pharmaceutical and industrial process. **Project Manager**
- Biodiesel Commercialization Project -In charge of demonstration and studies of Biodiesel fuel in emergency diesel generator. Biodiesel emission analysis in emergency diesel generator.

Professor, Polytechnic University of Puerto Rico, March 1997 to August 2008

- Taught Fluid Mechanics and Thermodynamics courses

Research Assistant, University of P.R., January 1995 to December 1996

- Predicted effective migration velocity in electrostatic precipitator using statistics moments method. Calculated number of particulate number and mass-removal efficiency along an electrostatic precipitator considering gas sneakage and particle re-entrainment and back corona

Special Skills

- Knowledge of protocol development and validation execution in process industry.
- Troubleshooting and problem solving skills
- Project management experience

LANGUAGE PROFICIENCY (*oral and written*)

- English and Spanish

COMPUTER OPERATION SYSTEMS

- Windows Xp and 2000

COMPUTER PROGRAMMING

- Fortran, C++

SOFTWARE AND CODES

- EPA Software- ALoHA, CAMEO and Marplot, SCREEN3
- OSHA seminar
- Microsoft Office '97, MatLab, Mathematica.

HONOR/AFFILIATIONS

American Institute of Chemical Engineering
Dean's List and Honor Roll Chemical Engineering Department

COURSES

- Code of Federal Regulations 21 and 40, Air Pollution,

Engineering Solution Firm, Corp.

- OSHA Seminar
- EPA seminar- training
- Transport Phenomena
- Conduction and Convection Heat Transfer and Thermodynamics
- Internal Flow and Wastewater Treatment
- Environmental Chemistry

PUBLICATIONS

Colucci Jose, Ayala Edwin, Amador Carlos, Acosta Angel , **Biodiesel Processes Development**, AIDIS Symposium 2002

Colucci Jose, Ayala Edwin y Nelson Reyes, **Biodiesel, un diesel mas limpio**, Revista Tecnomundo, CIAPR, April 2002



Ayala E., and Benitez J., Prediction Effective Migration Velocity in Electrostatic Precipitator Using Statistics Moments Method, University of Puerto Rico, Mayagüez Campus Press, 1996.

Sanchez M. C., Mahan J. R., Ayala E. A. and Priestley Kory. Tools for predicting uncertainty and confidence intervals in radiometric data products, Proceedings Europto Series, 20-23 September 1999, page 525-535.

Ayala E., and Benitez J., Prediction Effective Migration Velocity in Electrostatic Precipitator Using Statistics Moments Method, University of Puerto Rico, Mayagüez Campus Press, 1996.

RR8 9023B Bo. Dajaos
Bayamon, P.R. 00956

Cell phone # 787-607-8965

Angel O. Ortega Coreano

Summary

A professional manager with over thirteen years of increasingly responsible position in personnel, floor management, environmental and quality control. Get a job where I can contribute my knowledge and experience study.

Central University
2002-2007

Bachelor of Environmental Science

Experience

2010-Present **Engineering Solution Firm** Caguas PR

Project Manager & Building Inspector

- Responsible for overseeing all abatement procedures and protocol in the field.
- Air monitoring and bulk sampling on all abatement phases.
- XRF handling for building inspections and reporting.
- Audit of all documentation, insuring regulatory compliance through all abatement processes.
- Responsible for overseeing all of the contractor's pre, during, and post abatement operations.
- LBP & ACM Survey
- Audit documents profile of lead and asbestos dumps
- In charge of office reports and customer relations.
- Responsible for overseeing all field operations on various projects.
- Others

2001-2010 **Continental Health and Environ. Consulting**

Bayamon, PR

Office & Project Manager and Building Inspector

- Responsible for overseeing all abatement procedures and protocol in the field.
- Air monitoring and bulk sampling on all abatement phases.
- XRF handling for building inspections and reporting.
- Audit of all documentation, insuring regulatory compliance through all abatement processes.
- Responsible for overseeing all of the contractor's pre, during, and post abatement operations.
- LBP & ACM Survey
- Audit documents profile of lead and asbestos dumps
- In charge of office reports and customer relations.
- Responsible for overseeing all field operations on various projects.



- Others

Certifications

Certified on:

NIOSH 582- " Sampling and Evaluating Airborne Asbestos Dust "

EPA/AHERA 40 hr Asbestos Supervisor Course

EPA/AHERA 40 hr Lead Supervisor Course

EPA/AHERA 40 hr Lead Inspector Course

OSHA – 40hr Hazwoper Course

TWIC Credential

OSHA Safety Training

Others

A handwritten signature in black ink, appearing to be 'Boye' or similar, located on the left side of the page.

SHANDRA D. JUSTICIA, PH.D.
Staff Scientist



EDUCATION

Doctor in Philosophy of Science in Biology, School of Biology, Georgia Institute of Technology, 2012

Science Bachelor's Degree in Industrial Biotechnology, University of Puerto Rico, Mayagüez Campus, 2006

Science Bachelor's Degree in Chemistry, University of Puerto Rico, Mayagüez Campus, 2006

YEARS OF EXPERIENCE

Total – 10 years

HONORS & AWARDS

American Society for Microbiology, Robert D. Watkins fellow (2009-2012)

Graduate Assistance in Areas of National Need fellow (2010-2012)

Goizueta Foundation fellow (2007-2011)

NSF IGERT fellow (2007-2008)

Louis Stoke's Alliance for Minority Participation fellow and mentor (2004-2006)

NIH MARC (Minority Access to Research Careers) fellow (2004-2006)

Shandra D. Justicia-León is an Environmental Microbiologist and Staff Scientist within ARCADIS-US. She is located in Guaynabo, Puerto Rico, and has over 10 years of experience in applied research. Specifically, Dr. Justicia-León is a nationally recognized expert in the field of chlorinated methane microbiology, degradation, and bioaugmentation. Since joining ARCADIS, she has provided technical support for environmental projects for chemical and manufacturing industries in the US and Latin American geographies, as well as US DOD projects and opportunities in the continental U.S.

In addition, Dr. Justicia-León routinely presents at national conferences, has conducted workshops on performance monitoring for bioremediation systems for environmental regulators in Brazil and Argentina, and has authored several peer-reviewed publications. A summary of her project experience is provided below.

Detailed Experience

Conceptual Site Model and Remedial Action Plan Development

Confidential Industrial Client, Rio de Janeiro, Brazil and Buenos Aires, Argentina. Responsible for review of historical site data, development of conceptual site models, and providing recommendations for potential remedial approaches and/or optimization of remedies-in-place for the treatment of chlorinated volatile organic compounds (CVOCs).

Confidential Chemical Manufacturing Facilities, Michigan. Responsible for review of historical site data and providing recommendations for potential remedial approaches for the treatment of CVOCs, benzene, toluene, ethylbenzene, xylenes (collective known as BTEX), and ketones in groundwater.

Confidential Chemical Manufacturing Facility, Quito, Ecuador. Responsible of reviewing groundwater monitoring data and providing assistance during the development of a Remedial Action Plan for the treatment of volatile organic compounds (VOCs), specifically xylenes and naphthalene, in groundwater.

In Situ Enhanced Bioremediation System Optimization

U.S. Air Force, Moody Air Force Base, Valdosta, Georgia. Responsible for analysis of biogeochemical data and providing recommendations related to in situ enhanced bioremediation systems for the treatment of CVOCs in groundwater.

Confidential Industrial Client, Rio de Janeiro, Brazil. Responsible for analysis of biogeochemical data and providing recommendations related to in situ enhanced bioremediation systems for the treatment of CVOCs in groundwater.

Monitored Natural Attenuation (MNA) and Geochemical Assessment

Confidential Oil and Gas Clients, U.S. Responsible for analysis of biogeochemical data and MNA evaluations for groundwater plumes containing VOCs, mainly benzene, ethylbenzene, and total petroleum hydrocarbons (TPH).

Confidential Chemical Manufacturing Facility, Houston, Texas. Responsible for analysis of biogeochemical data and assessment of potential degradation pathways for VOCs in groundwater.

Environmental Site Assessments

Confidential Oil and Gas Clients, Puerto Rico and other Latin American geographies. Responsible for preparing environmental site assessment reports and providing recommendations for path forward at sites impacted with petroleum-derived VOCs.

Janssen Ortho, LLC

Gurabo, Puerto Rico. As Production-Execution System Specialist, participated in the development and implementation of an electronic production-execution system (ePES) for the manufacturing of pharmaceuticals.

Bacardí Corporation

Cataño, Puerto Rico. As Co-op Program Intern, aided in the development of a yeast recovery procedure to improve the efficiency of alcohol production during fermentation.

Doctoral Dissertation Research

Georgia Institute of Technology, Atlanta, Georgia. Investigated microbes and pathways contributing to the anaerobic transformation of carbon tetrachloride, chloroform, and dichloromethane. Developed an anaerobic dichloromethane-degrading microbial consortium – and the molecular biological tools necessary to track dichloromethane degradation in treatability studies or in situ – and explored its use as bioaugmentation inoculum at sites contaminated with chloroform and dichloromethane. Advised by Dr. Frank Löffler.

NSF IGERT ‘Signals in the Sea’ Research Program

Smithsonian Institute, Bocas del Toro, Panama, 2008. Studied the effects of chemical defenses, plant structure, and nutritional quality in an herbivore’s choice of food (marine environments). Advised by Dr. Mark Hay.

Methods and Techniques in Stable Isotope Probing (SIP)

Hemholtz Research Center, Munich, Germany, 2008. Employed SIP to track the environmental fate of ¹³C-labeled carbon tetrachloride in actively dechlorinating microbial consortia. Advised by Dr. Tillmann Lueders, Institute for Groundwater Ecology – German Research Center for Environmental Health.

Microbial Ecology of Methanogenic Communities (Undergraduate Research)

Pennsylvania State University, State College, PA, 2004

Utilized molecular biological tools to compare methanogenic communities in bogs and anaerobic digesters. Advised by Dr. John M. Regan, Department of Environmental Engineering.

Phytochemistry of Natural Product (Undergraduate Research)

University of Puerto Rico, Mayagüez, Puerto Rico. Studied the phytochemistry of the diuretic medicinal plant *Rubia tinctorum*. Advised by Dr. Fernando Souto, Natural Products Laboratory – Department of Chemistry.

Refereed Publications

Justicia-León, S. D., K. W. Chu, S. O. C. Mundle, G. Lacrampe-Couloume, B. Sherwood Lollar, E. E. Mack and F. E. Löffler. 2014. Large fractionation of stable carbon isotopes during dichloromethane fermentation. In preparation.

Justicia-León, S. D., S. Higgins, S. Tang, E. E. Mack, D. R. Griffiths, E. A. Edwards and F. E. Löffler. 2014. Bioaugmentation with distinct *Dehalobacter* strains achieves chloroform detoxification in microcosms. *Environ. Sci. Technol.* 48(3):1851-1858.

Justicia-León, S. D., K. M. Ritalahti, E. E. Mack and F. E. Löffler. 2012. Dichloromethane fermentation by a *Dehalobacter* sp. in an enrichment culture derived from pristine river sediment. *Appl. Environ. Microbiol.* 78(4):1288-1291.

Ritalahti, K. M., S. D. Justicia-León, K. D. Cusick, N. Ramos-Hernández, M. Rubin, J. Dornbush and F. E. Löffler. 2012. *Sphaerochaeta globosa* gen. nov., sp. nov. and *Sphaerochaeta pleomorpha* sp. nov., free-living, spherical spirochaetes. *Int. J. Syst. Evol. Microbiol.* 62(1):210-216.

ZAIDITA GÓMEZ

Staff Scientist

EDUCATION

MS Environmental Science, New Jersey Institute of Technology

BS Biology, University of Puerto Rico, Mayagüez Campus

YEARS OF EXPERIENCE

Total – 15 years

LICENSES & CERTIFICATIONS

Chevron Environmental Management Company's Loss Prevention System

Certificate of First Aid/CPR with AED

Certificate IATA/DOT Dangerous Goods Regulation

Certificate in RCRA Hazardous Waste Regulations

Certificate of Environmental Drilling Safety

Certificate of Gas Tester

Certificate of Permit to Work

Certificate of Smith Driving System (Forward and Backing)

API

TWIC

ISO 14001 Lead Auditor certified

RCRA Hazardous Waste

Hazardous Waste Operations 40-hour and Refresher

Mergers and Acquisitions

Environmental Regulation

Environmental scientist with 15 years of experience in the environmental consulting field. Major areas of experience include obtaining permits in local language from municipality, councils, railway, and electricity owners; as well as settling building agreements and way leaves from land and house owners. Has been liaison with municipality and councils regarding timing of construction activities and interfaces with adjacent digging activities. Experience with local regulations regarding digging cable lines in public and private land. Good communication skills negotiating with landlord and building owners. Fluent in both English and Spanish.

Expertise also includes health and safety, loss prevention systems, Phase I and II environmental site assessments (ESAs), National Environmental Policy Act (NEPA) checklists, environmental evaluations, environmental, health and safety audits, environmental compliance, compliance plans, sites closure, sites' development and permitting, injection control systems compliance, chemical/release inventories, Environmental Protection Agency (EPA) reporting requirements, ISO 14001 audits, technical reports writing, air and water permits, storm water management, deactivation of facilities, air emissions testing, air emissions inventories, stack testing, soil and groundwater sampling, bench tests, and underground storage tank removals. Clients experience includes oil and gas, pharmaceutical, telecommunications, pulp and paper, food, electrical and electronics, cement production, power generation, commercial/retail, municipalities, polymers, roads construction, quarry and asphalt production, and universities.

Major clients include Sprint PCS, AT&T, PUMA Energy Caribe, Esso, Total, Shell/Sol, Chevron, Repsol-YPF, Amgen, McNeil, Bristol-Myers Squibb, Ex-Lax (Novartis), Davis & Geck, Municipality of Caguas, Simmons Bedding, General Electric, Thyssen-Krupp, Packaging Unlimited, Cutler-Hammer, Río Construction, Wal-Mart, George Weston Bakeries, Bestfoods Baking Company, Essroc, and Universidad del Este. Has conducted projects for facilities in Puerto Rico, Argentina, the United States, Mexico, Central America, and the Caribbean. Computer knowledge includes Word, Excel, and PowerPoint. Experience in project management, technical writing, and proposals preparation.

Detailed Experience

Project Manager/Scientist

Esso, Sprint PCS, Packaging Unlimited, Total Petroleum, and Weston Bakeries, U.S. and Puerto Rico. UIC Permitting, Generator Operation Permits/Air, and Title V Permits. Prepared permit applications for generator permits and coordinated required fieldwork to obtain construction and operation permits for UIC systems, wastewater treatment plants, air emissions, coordination with subcontractors for electricity connections through PREPA. Prepared documentation required by the PREQB regarding environmental impact of projects required to obtain site permits. Requested use permits to ARPE.

Environmental Scientist

O'Brien & Gere del Caribe, Inc., Puerto Rico. Environmental scientist dealing with environmental projects for telecommunications, pulp and paper, petrochemical, food, electronics, electrical, and pharmaceutical companies. Prepared/conducted permit applications, environmental evaluations, NEPA checklists, Phase I ESAs, audits, ISO 14001 audits, technical reports, and compliance activities. Dealt with the EQB, the Regulations and Permits Administration (ARPE), the Planning Board, and the Department of Natural and Environmental Resources (DNER).

Scientist

Arcadis Caribe. Conducted oversight of storage tanks removal activities and assisted in soil and groundwater sampling activities and Phase I/II ESAs of facilities. Prepared environmental project reports and provided project support and coordination.

Puerto Rico. System Installation in Puerto Rico Cell Towers - ARPE Permits and Environmental Evaluations.

Guaynabo to Juncos, Puerto Rico. Environmental Impact Assessment for Installation of Potable Water Transmission Line from Guaynabo to Juncos. Conducted field inspection of the water transmission line and assisted in the preparation of the Environmental Impact Statement.

Esso, Total, Chevron and PUMA Energy, Puerto Rico. Environmental Site Investigations. Coordinated with public authorities (Comisión de Servicio Público) and private contractors for the evaluation of underground utilities using GPR and electro frequency, among other methods.

Environmental Resources Management, Inc. Major project: Project manager/scientist for projects dealing with environmental compliance activities of underground injection control systems at over 120 service stations throughout Puerto Rico for various petrochemical companies. Has managed an approximate annual budget of 1 million dollars for these projects. Tasks conducted included coordination of activities, health and safety aspects, field activities oversight, underground utility surveys, preparation of compliance plans, sampling activities, preparation of technical reports, closure of systems, wastes disposal, permitting, and budget management. Dealt with the Environmental Quality Board (EQB), other government agencies, and subcontractors. Assisted in environmental compliance projects for retail facilities and conducted Phase I ESAs of facilities.

Sprint PCS

Puerto Rico. Conducted initial site visits to inspect sites (tower installation sites), including residences, vacant lots, buildings, and towers, prior to development and system installation. Prepared environmental evaluations for the sites to be submitted to ARPE.

Project Manager

Groundwater & Environmental Services, Inc., San Juan, Puerto Rico. Assisted in groundwater sampling activities and Phase I and II ESAs of properties including service stations and terminals. Assisted in the preparation of technical reports including review of analytical data. Conducted oversight of field activities. Prepared spill prevention control and countermeasures (SPCC) plans for facilities and permitting for underground injections systems. Assisted in projects and subcontractors' coordination. Conducted and reviewed transactional screening documentation for a petrochemical company in the Caribbean and Central America. Conducted and reviewed Phase I ESAs for service stations and a terminal in the Caribbean and Central America. Conducted and reviewed Phase II ESAs and sampling activities, such as to confirm remediation activities, for facilities in the Caribbean and Central America.

Filling Operator

OMJ/Johnson & Johnson, San Germán, Puerto Rico. Worked in clean rooms in the aseptic filling of pharmaceutical products. Knowledge of good manufacturing practices, aseptic techniques, and documentation.

A handwritten signature in black ink, appearing to read 'Zaidita Gómez', is located on the left side of the page.

GISELA HERNÁNDEZ-RIVERA

Scientist 2

EDUCATION

MS Biology, University of Puerto Rico, 2007

BS General Sciences, University of Puerto Rico, 2003

YEARS OF EXPERIENCE

Total – 10 years

LICENSES & CERTIFICATIONS

Chevron Environmental Management Company
Environmental Drilling Program

Certificate of Training in Loss Prevention System

Chevron 101

Hazardous Waste Operations and Emergency Response 40-Hour Course and 8-Hour Refresher

RCRA Hazardous Waste Regulation Training

Hazardous Material Transportation

OSHA Site Supervisor

Smith Driving System

CPR/First Aid

Bloodborne Pathogens

API Work Safe

H&C HazCom GHS Update

TWIC

Mrs. Hernández-Rivera has 10 years of experience, including 6 years in the environmental field and 4 years teaching microbiology laboratory to sub graduate students at the University of Puerto Rico's Río Piedras Campus. The environmental field experience has been focused into the oil and gas sector including health and safety aspects of the project. As part of a microbiology research, developed a thesis of performance and efficiency to treat the wastewater of a constructed wetland evaluating microbial indicators in water and air samples. Conducted research of water quality in two Amazon communities in Venezuela, investigating coliforms and enterococcus in water. Has reading, writing, and speaking skills in Spanish and English.

Detailed Experience

Characterization and Waste Management Disposal

Puerto Rico. Performed waste characterization of solid and liquid wastes generated at former refinery terminal, superfund site and service stations. Evaluated the analytical results and classified the waste. Generated and submitted hazardous and non-hazardous waste profiles. Contacted waste disposal companies for waste coordination and pickup supervision in Puerto Rico. Prepared off-site shipment notifications for Environmental Protection Agency's requirements. Prepared hazardous waste disposal notification and relinquished to government agency. Updated manifest tracking system with all information of open and closed waste manifests generated at terminal or service stations.

Remedial Investigation

Caribbean, Central America and U.S. Assisted in remedial investigations, including water level measurement and groundwater sampling of monitoring wells. Validated information regarding the site, including site inspections and government agencies.

Report Preparation

Caribbean, Central America, South America and U.S. Prepared different reports including Environmental Site Assessment Report, Remedial Investigation Report, Environmental Condition Report, Monitoring Well Closure Report, Phase I and Phase II Report in English and Spanish.

HASP Preparation

Caribbean, Central America, South America and U.S. Prepared health and safety plans (HASPs) in English and Spanish for projects in Puerto Rico, Dominican Republic, and South America for different clients. Prepared HASP appendices, such as: manual handling hazard assessment, personal protective equipment hazard assessment, and journey management plan.

Health and Safety

Caribbean, Central America, South America and U.S. Prepared job safety analysis for different tasks performed at field activities. Prepared and discussed critical actions for task improvement process (TIP). Performed health and safety site inspections to field activities.

Permits and Environmental Documentation Submittal

Puerto Rico. Submitted well closure permits and well franchise documents to local agency. Followed up with different local agencies regarding reports or other environmental documentation.

Drilling and Soil/Groundwater Sampling

Caribbean. Assisted in drilling, and soil and water sampling activities conducted in Dominican Republic and Puerto Rico. Aided during a soil sampling conducted in St. Kitts using the Petro Flag technique. Performed and coordinated soil sampling activities as part of the decommissioning of a former petrochemical facility located in Guayama, Puerto Rico. Aided during groundwater sampling of home cisterns and explained laboratory results to residents due to oil spill at former refinery Hovensa in St. Croix.

Environmental Site Assessment

Caribbean. Developed and updated Phase I environmental site assessments for Dominican Republic and Puerto Rico sites.

RCRA

Guayama, Puerto Rico. Assisted and coordinated RCRA and RFI groundwater sampling semi-annual event in Guayama, Puerto Rico.

VISM

Guayama, Puerto Rico. Assisted and coordinated VISM quarterly groundwater sampling events in Guayama, Puerto Rico.

Underground Storage Tank Removal (ECR)

Caribbean. Assisted in UST removal activities, soil and groundwater sampling, health and safety requirements, and report preparation for Dominican Republic and Puerto Rico sites.

Selected Presentations

Hernández, G., 2007. Thesis "Bacteria and coliphages as performance indicators for sewage treatment from a constructed wetland", University of Puerto Rico, Río Piedras, Puerto Rico.

Hernández, G., Medina R., Guadalupe, J. Aldarondo, A., Torres, E., Toranzos, G.A. 2007. "Evaluating the Treatment Efficiency of a Constructed Wetland for the Bacterial and Coliphage Removal under Tropical Conditions". Poster presentation for 107th ASM General Meeting, Toronto, Canada.

YANIRA RAMÍREZ

Assistant 4 – Grade 4

AVAILABILITY

Upon Request

EDUCATION

M.B.A. in Business
Administration with a Major in
Accounting
Interamerican University of
Puerto Rico (2017 to present)

M.S. in Labor Relations
Interamerican University of
Puerto Rico (2007)

B.A. Mayor in Secretarial
Sciences, Interamerican
University (1999)

YEARS OF EXPERIENCE

Total – 21 years
With ARCADIS – 17 years

SOCIETIES

Member of Accounting
Students Association –
Interamerican University of
PR

Member of *Asociación de
Relaciones Laborales de PR*

COMMUNITY

Member of Women's
Network ARCADIS-PR
Chapter (Affiliate of
ARCADIS-US) (2015-2016)

Member of ACE Mentor
Puerto Rico-Affiliate of Ace
Mentor (2012-2015)

Ms. Ramírez as part of the administrative department, has the responsibility to contact the Governmental Agencies and other Clients with the purpose of keeping all the cases updated. Ms. Ramírez is proficient with Excel, Access, Word, Power Point, Adobe Acrobat and Peachtree. She is fluent in Spanish and English (verbal & written).

Detail Experience

Arcadis Caribe, PSC

Administrative Assistant.

Administrative support to Arcadis Caribe's Controller.

- In charge of posting new projects/tasks into Peachtree/Sage 50.
- Responsible of the preparation and distribution of projects invoices.
- Keep track of projects' budget to prepare the Monthly Balance for the projects engineers.
- Manage the administrative timesheets process for invoicing on a timely manner.
- Visit government agencies to request certifications such as: ASUME, "Corporación del Fondo del Seguro del Estado", CRIM and others.
- Follow up to accounts receivables.
- Responsible for the follow up to the POs and Change Orders of the industrial/pharmaceutical projects.

Administrative support to Eng. Lynnette Ramirez, PRASA's Executive Director for Infrastructure and the Sub-director, Eng. Ivette Maldonado.

- Provide all type of administrative support to the Executive Director and her staff.
- Manage the Executive Director's calendar to coordinate meetings; approving, rescheduling and/or refusing appointments, and accepting or declining meetings.
- Review and edit correspondence related to PRASA's CIP program.
- Manage a log of correspondence and documentation.

MS4 Field inspections at the Autonomous Municipality of Caguas.

- Participate in the development of the Caguas Storm Drainage System Inspections, to be use in the Municipal Separate Storm Water Sewer Systems (MS4) Permit, required by the Environmental Protection Agency for the Municipalities Clean Water Act Compliance.

Provide administrative support to the Permitting/Environmental Team with CH Caribe Engineers for the North and Metro Regions of PRASA's CIP.

- In charge of visiting some government agencies, such as: the Puerto Rico Aqueduct and Sewer Authority (PRASA), the Department of Environmental and Natural Resources (DRNA), and many others.
- Prepared Permitting Tables to be submitted to the Bid Division, as needed.
- Help in the preparation of reports to be submitted to the agencies.
- In the Land Acquisition Department gathered proprietors contact information at PRASA's building to create a Data Collections Report that was used during the North Region PMCs contract with PRASA.
- Organized, update and file the acquisitions files per proprietor and project.
- Attendance to court hearings for the follow-up and the status of every case.
- Visit proprietors involved in the expropriation process to explain the process, request information and make an ocular visit of the land to be acquired.
- Responsible of the document scanning process in the Permitting Department. Organize all the documentation in files and update the log. Also, provide clerical support preparing correspondence and follow up to the consultant. Coordinate Arcadis Caribe's staff attendance to ARCADIS Continuing Education Workshops and Water Technical Service Exchange presentations.
- Work at the Reception area, as required.

Vincenty, Heres & Lauria

Administrative Assistant

- Provide clerical and administrative support to all staff, prepare correspondence, and work at the reception area, as required.



MILDRED E. BULTRON

Assistant 4 – Grade 4

AVAILABILITY

Upon Request

EDUCATION

Office Systems Certificate
Secretarial – Method 1
MBTI Business Training
Institute

YEARS OF EXPERIENCE

Total – 35 years
With ARCADIS – 11 years

COMMUNITY

Member of Women's
Network ARCADIS-PR
Chapter (Affiliate of
ARCADIS-US)

Member of ACE Mentor
Puerto Rico-Affiliate of Ace
Mentor (2012-2015)

Mrs. Bultrón's background consists of duties performed within the document control as well as within the administration field and the management for public and private industry. Her work experience includes document control systems management for the Puerto Rico Infrastructure Financing Authority (AFI) for its AFI-AAA Water and Wastewater Initiative and its AFI Compañía de Aguas contract administration. Specific tasks included work supervision; inventories, dissemination and collection procedures and document control unit staff training. Also, helped the Finance Controller.

Detail Experience

Arcadis Caribe, PSC

Document Control and Administrative Assistant.

Administrative support to Arcadis Caribe's Controller.

- In charge of processing the timesheets for invoicing.
- Manages reception duties.
- Make accessible the necessary documents for audits, reports and other assignments.
- Keep the Water division document log.
- Maintain the inventory of all drawings and documents related to PRASA's PMC project.

Puerto Rico Infrastructure Financing Authority (PRIFA).

Document Control Supervisor.

- Managed and supervised the Document Control Department.
- Managed the office improvements process in coordination with GDB and CSA employees.
- Receive, classified and file all documents.
- Maintain inventory for all the departments.
- Manage the document control storage for PRIFA, GDB and CSA.

Puerto Rico Aqueduct and Sewer Authority (PRASA).

Document Control Manager

- Registered contracts' documents for OCPR Office (Controllers Office) for the Legal Department.

- Provide administrative support for Finance & Legal departments in regarding documentation process.
- Prepare reports
- Work with database of GM Group (Hummingbird Program) preparing correspondence, its distribution and filing.

Vincenty, Heres & Lauria

Document Control Manager

- Assist Malcolm Pirnie staff. Member of the Contract Administration Team established to monitor the operations and management contract for the Puerto Rico Aqueduct and Sewer Authority (PRASA) system.
- Responsible for maintain the distribution of documentation area for the review of over \$60M in annual expenditures related to the operation and management of PRASAs system, to ensure compliance with contractual requirements prior to the authorization of reimbursement to the private operator.
- File documents related to Contract Administration contained at the Malcolm Pirnie office located at PRASAs. AFI building and VHL.
- Updating & Reviewing Car Inventory, EPA & DOH Orders for the Contract Administration.
- Support monitoring team with the development and implementation of database systems (using Access software) to automate the tracking and monitoring of PRASAs expenditures such as Water Trucking, Uncontrollable Circumstances, Training, Chemicals, Direct Labor, Sludge Hauling, New Installations, Laboratory Costs, Change in Law and Maintenance, Renewal and Improvements (MRI). The database systems allow for complete control of expense information, which includes the processing of more than 4,000 invoices monthly.
 - Review vouchers to verify inclusion of appropriate documentation for reimbursement, including original invoice, signed receiving form, bank cancelled check and bid documentation.
 - Incorporate verified information into database, including a detailed description of expenditures.



PETER FREDERICK, CIEC

**Asbestos / Regulated Building Materials Expert /
Director Of Quality**

YEARS OF EXPERIENCE

Total – 27

With Arcadis – 8

PROFESSIONAL REGISTRATIONS

Certified Indoor

Environmental Consultant
(CIEC) – American
Council for Accredited
Certification (ACAC) –
since 2003

US EPA AHERA Asbestos
Inspector/Management
Planner

US EPA AHERA Asbestos
Project Designer

US EPA Lead Inspector
Niton XL & Scitec MAP XRF
Instrument Training

Various US State Asbestos
Licenses

EDUCATION

BS, Biology, Averett
University, 1991

GEOGRAPHIC LOCATION

Lexington, Kentucky

Mr. Frederick is a recognized Arcadis National Expert in asbestos, lead-paint, and other regulated building materials consulting services. He provides expert witness services as a subject matter expert, and has progressive experience in hazardous building materials (asbestos, lead, PCBs, mercury, etc.) and indoor air quality consulting as well as quality processes and procedures, business risk management, and P&L management. Mr. Frederick provides technical expert consulting services for asbestos-containing materials for several national client programs in several diverse market sectors including power and utilities, conglomerates, industrial / manufacturing, consumer goods, pulp / paper, hospitality, mining, rail, oil / gas, chemical / pharmaceutical, and federal. Mr. Frederick also has experience in providing asbestos consulting services internationally, including Canada, Latin America, South America, Asia, and Europe.

Work Experience

2010 – Present Arcadis U.S., Inc. – National Expert for Asbestos Regulated Building Materials and Director of Quality Management

2001 – 2010 MACTEC Engineering and Consulting, Inc. – Principle Scientist in Regulated Building Materials

1996 – 2001 Applied Environmental, Inc. – Industrial Hygiene Services Manager

Quality Management

As the Director of the ENV QMS, Mr. Frederick is responsible for the development, implementation, and continuous improvement of Arcadis' QMS which is based upon both ISO 9001 and ANSI/ASQ E4 QMS requirements. Mr. Frederick manages the QMS team in ensuring QMS compliance and that opportunities for improvement are shared through lessons learned publications. He routinely conducts internal quality assessments and audits, develops/refines quality processes and procedures, and trains staff on the QMS requirements. Mr. Frederick also volunteers as a NIST Baldrige Performance Excellence examiner, which provides unique insights into new opportunities for Arcadis to continuously improve its processes and procedures.

Mr. Frederick also provides quality management consulting for various client programs, ensuring compliance with both client quality directives and Arcadis expectations.

Selected Project Experience

US National Asbestos / Lead-Paint Technical Expert, Arcadis, U.S., Inc. National Representative, 2010 – Present

As Arcadis' national Asbestos and RBM Technical Expert, Mr. Frederick provides leadership and mentoring to ARCADIS personnel providing asbestos and lead-paint consulting services as well as other regulated building material (lead, PCBs, mercury, CFCs, Universal Waste, etc.) consulting services.

Mr. Frederick provides assistance to Arcadis staff and clients with reviewing and interpreting asbestos regulations and assisting clients with achieving regulatory compliance with minimized impacts to their costs and operations. These regulatory reviews and interpretations are at the federal, state, and local level.

He is regarded as an Asbestos and Lead-Paint subject matter expert and provides high level consulting for technically challenging programs and projects for US and international clients. Mr. Frederick also provides technical quality reviews of various project deliverables and internal programs to ensure that the Asbestos and Lead-Paint Practice meets Arcadis' and the clients' quality expectations.

Mr. Frederick is very experienced with all aspects of asbestos-related projects from survey strategies/design to remediation/abatement design to abatement oversight, which includes an in-depth knowledge of federal, state, and local regulatory requirements. As such, he has provided expert witness consulting services related to asbestos, lead, and mold projects.

Asbestos and Regulated Building Material National Program Management, Arcadis, U.S., Inc. National Representative, 2010 – Present

Mr. Frederick is experienced at developing and managing asbestos and lead-paint management programs for numerous clients with varying sizes of real estate, ranging from single office/commercial buildings to educational campuses, to national and international portfolios of 1,000's of buildings located nationwide. Mr. Frederick currently manages or provides technical oversight of several asbestos and lead-paint management programs being facilitated by ARCADIS. He is familiar with several types of EMIS databases to facilitate managing large portfolios.

Mr. Frederick has implemented several different aspects of these management programs including: surveys/inspections; notifications/communication; surveillance; work control systems; work practices/engineering controls; record keeping; and training.

As a Program Manager for clients, Mr. Frederick evaluates the costs and benefits for various program elements and their importance to regulatory compliance and assists clients with developing the most valuable program ensuring regulatory compliance at all levels and minimizing costs and impacts to current operations.

Asbestos and Regulated Building Materials Expert – NFS Pre-Demolition Characterization of Building 111

Mr. Frederick provided expert technical guidance and leadership in support of the building material characterization survey performed by Arcadis. The survey included characterizing building materials for the presence of asbestos, lead paint, and other hazardous/regulated building materials (e.g. radiologically contaminated, mercury, PCBs, CFCs, chemical storage, etc.). Based upon our findings, he developed recommendations for the proper removal, handling, and disposal of the identified regulated building materials in accordance with applicable regulations and industry best practices.

Pre-Demolition Asbestos Characterization and Abatement Design – 3 Manufacturing Sites, Confidential Client, Ohio, 2013 - 2014

Mr. Frederick provided management and technical leadership for the pre-demolition survey including asbestos, lead, Universal Wastes, and other regulated building materials. Following the survey, Mr. Frederick provided technical review of the abatement and remediation design specifications as the Ohio licensed Project Designer.

Pre-Demolition Asbestos Characterization – Large Refinery, Confidential Client, Caribbean Island, 2014 - Present

The project required asbestos survey for demolition planning of a 235,000 bpd refinery (with 47 structures over 100' in height) without disrupting operations at the adjoining 12 million barrel terminal and marine operations which together occupy ~1,900 acres. While this project would be challenging in the U.S., locally-



available infrastructure and contractor support was severely limited in the Caribbean requiring project solutions to be either developed on site or brought in from offshore at great cost disadvantage.

Project required negotiation with local Government for conceptual demolition approach, including the development of a USEPA AERMOD air dispersion model to make a case for toppling large structures with ACM insulation intact, thereby reducing the risk of worker injury at heights and scaffolding requirements while increasing the use of local work force for removal.

Pre-Demolition Asbestos Survey – Nuclear Power Station, Zion Solutions – Zion, IL, 2013 - 2015

Mr. Frederick managed and provided technical leadership for the asbestos, and metals and PCB in paint sampling conducted at the Zion Nuclear Power Station in support of its demolition. Regulated material building surveys were completed on various buildings including the Reactor Containment Buildings, Turbine Buildings, Wastewater Treatment Plant, Spent Fuel Building, and miscellaneous support buildings. This included sampling and analyzing various media for the potential contaminants (asbestos, metals and PCBs in paint, PCBs in caulk, etc.) that may affect worker demolition and decontamination procedures or require removal prior to initiating work.

The biggest challenge of the project was ensuring that the bulk samples and paint samples could be released from the site due to the potential radiation contamination. Arcadis utilized the site-specific screening procedures for ensuring compliance and safe delivery of the samples to an accredited laboratory that was also qualified to handle radiation contaminated samples.

Thousands of samples of building materials were collected. Zion Solutions required an effective method to take the samples, review the data to support onsite foreman with preparing work packages for the contractor to physically decommission and demolish portions of the power station. Arcadis developed proprietary software that is used to track and manage all the data collected by Arcadis to support the project. The tool (IDEA) is a secure web location that remote teams can access and print project reports. The program has the ability to sort and assemble data packages by a range of arguments. Once queried, IDEA prints a report with the analytical results, a picture of the sample location, field collection notes, and an AutoCAD map with the exact sample location in the facility. IDEA is interactive and was customized to suit the client's needs.

During execution of the project, Arcadis also provided assistance with strategic planning meetings to examine the most technically feasible and cost effective methods to complete the demolition and decommissioning work. Zion Solutions relied upon our federal, state, and local expertise to assist in judging the best means and methods.

Asbestos Dust Hazard Assessment in Paper Manufacturing Facility, Confidential Client, Erie, PA

Principal Scientist providing technical direction and review while conducting a screening assessment of the potential health hazards associated with dusts contaminated with asbestos in a temporarily shut down paper manufacturing facility constructed circa 1860 in Erie, PA. Developed a screening sampling strategy to characterize the asbestos concentrations in the surface dusts throughout the paper manufacturing facility which had historically manufactured asbestos-containing paper products up until the mid-1990's. Based upon the testing results and observations, developed conclusions and provided recommendations for the potential exposure risks for occupants and clean-up activities.

Agnico-Eagle Mines Limited (AEM) – Meadowbank Division, 2012 - 2013

Mr. Frederick provided technical expert services in regards to assisting AEM with managing and controlling exposures to naturally occurring asbestos being impacted during gold mining operations in a remote location in Nunavut, Canada. Mr. Frederick is providing the following services to AEM:

- Technical consulting and mentoring for AEM's in-house industrial hygienist;
- Evaluating air, bulk, and dust sampling data and developing appropriate response actions for engineering controls, work and hygiene practices, and PPE
- Developing a site-specific asbestos management plan
- Conducting on-going air, bulk, and dust sampling to document effectiveness of the asbestos management plan
- Evaluated individual work groups and tasks asbestos exposures as well as areas within the mine for airborne fiber concentrations and delineating asbestos restricted work areas and tasks
- Assisted with external communications with media as well as with local Inuit communities
- Assisting with interfacing with regulatory agencies to ensure AEM compliance with regulations and AEM environmental goals

PERSONNEL RESUME – PETER FREDERICK

- Researching available references and resources related to the environmental impacts of disturbing asbestos during mining operations to the surrounding environment and wildlife and the bio-persistence of asbestos in the ecosystems.

D&D of an Idle Friction Materials Facility, Honeywell Friction Materials, Cleveland, TN , 2008 - 2010

Provided Honeywell with asbestos technical expert consulting in regards to asbestos dust contamination assessment, asbestos dust contaminated equipment release criteria for re-sale, asbestos and other hazardous building materials survey, abatement design, abatement monitoring, update of O&M plan - Interfaced with Honeywell stakeholders (Anthony Wareham, Troy Kennedy, Beth McBee, Bob Buccafusco, and Chris Anderson) to establish Honeywell asbestos dust characterization protocols, decision logic, and release criteria for resale of cleaned equipment, and release criteria for cleaned equipment that were to be scrapped.

Industrial/Manufacturing Client – Avoidance of Asbestos Regulatory Actions – 2015

As a trusted advisor for one of Arcadis' industrial/manufacturing clients, he was contacted to provide consulting where an industrial building was demolished and the contractor left various non-friable ACMs in place during the demolition of the building which was located adjacent to a sensitive residential neighborhood. However, the demolition was never fully completed where the site was completely cleared of building materials, and several thousand square feet of ACM were left at the site in damaged/friable condition and co-mingled with other debris after demolition contractor left site.

Mr. Frederick was consulted as an SME to help mitigate regulatory scrutiny and potential violations and fines due to the inappropriately managed ACMs at site. Mr. Frederick successfully mediated with the regulators with an appropriate and proportional response action. He then managed the implementation of the response actions successfully with no regulatory violations or fines being levied against our client.

Turnkey Decontamination and Demolition – Operational Manufacturing Plant – Indiana 2014-2018

Mr. Frederick provided technical leadership and QA/QC services in support of the characterization, design, and management of the decontamination and partial demolition of the non-operational portions of the plant. Regulated building materials included asbestos, lead, PCBs, and Universal Wastes. During characterization activities, Mr. Frederick provided assistance to the client for determining which materials required special handling and disposal requirements. He also developed the regulated building materials abatement design documents to help facilitate the project work. During abatement, Mr. Frederick provided technical leadership and mentoring to field staff providing oversight and monitoring activities.

Asbestos and Lead Paint Abatement SME and Quality Officer – USACE, two confidential sites 2017-2018

In support of two recently awarded projects with the USACE, Mr. Frederick is both the Project Quality Control Officer and the Asbestos and Lead SME. He provides a leading role in the quality control and quality assurance of Arcadis' delivery of our services for both task orders. In addition, he provides the overall technical leadership and guidance for the execution of both projects to meet the USACE's task order requirements and expectations.

These projects include asbestos abatement and lead paint stabilization. In addition, one project requires the decontamination of military artifacts of a significant historic value that are impacted by asbestos and lead dust as well as avian excrement, and the other project requires multi-phased demolition and dismantling of boilers and a methylene chloride tank requiring specialized procedures.

D&D consulting at an Idle Plant (Plant 2 and Resin Plant), Honeywell Friction Materials, Green Island, NY, 2009 - 2010

Assisted Honeywell with decision process of disposition of the idle plant contaminated with asbestos fibers due to historic use and manufacturing of asbestos products. Mr. Frederick provided Honeywell with asbestos technical expert consulting with asbestos dust contamination assessment/consulting, dust remediation scope and design. He was Honeywell's asbestos expert in providing quality assurance/quality control review of other consultant services for the project.

Technical Lead for Survey at an Abandoned Industrial Plant, Honeywell, Buffalo, NY, 2007 - 2008

PERSONNEL RESUME – PETER FREDERICK

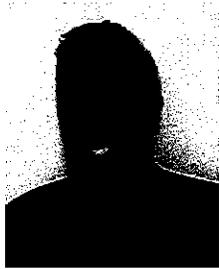
Managing Principal for the asbestos characterization of a large, multi-building industrial plant in Buffalo, New York. The purpose of the survey was to visually confirm the presence, current condition and approximate quantity of the previously identified asbestos-containing materials (ACM) at the industrial facility, and to provide the confidential client with an order of magnitude opinion of cost regarding asbestos abatement at the subject site prior to potential demolition of the buildings. The survey was performed by a team of experienced asbestos inspectors accredited in accordance with the provisions of the EPA Model Accreditation Plan (MAP) under the direct supervision of a State of New York licensed asbestos inspector. In addition, asbestos abatement design specifications were prepared for the Client to assist in developing a defined scope of work for the demolition contractor.

Asbestos Abatement Project Management, Confidential Client, Erie, PA, 2006 - 2007

Project Engineer for the identification of asbestos-containing materials (ACM) within the Former IP Admin Bldg. at the former paper plant in Erie, PA. Following our comprehensive survey of the building for ACM, we designed the abatement project by developing contractor bid and contract documents, ACM abatement technical specifications, and conducting contractor pre-bid walk-through. Following assisting our client with the selection of the most responsive contractor, we provided daily onsite monitoring of the abatement project from start to finish. Project monitoring consisted of daily observations of the abatement contractor, conducting work area inspections, collecting air samples (pre-abatement, during abatement, and final clearance), collecting confirmatory bulk samples of suspect ACM, and acting as interface between ACM contractor and client on technical, scope of work, and contractual issues. Following completion of the abatement project, provided a summary report of the abatement project so that our client had clear documentation of the extent of ACM abatement performed in their building.



MICHAEL ORIOLA
PRIMARY CONTACT / PROJECT MANAGERS
PROJECT SUPPORT TEAM



EDUCATION

BS, Industrial Technology,
University of Lowell, 1988

YEARS OF EXPERIENCE

Total – 30
With Arcadis – 15

PROFESSIONAL REGISTRATIONS

Asbestos Inspector – MA
Project Designer – MA

PROFESSIONAL ASSOCIATIONS

Air Sampling and Analysis NIOSH
582
EPA Accredited Asbestos Inspector
Certification
40 Hour OSHA HAZWOPER



Mr. Oriola has over 30 years of experience and has provided management for industrial hygiene (IH) services including indoor air quality, mold and water intrusion, lead-based paint, asbestos and other environmental service areas. As an account and program manager for several local and national clients, he manages delivery teams who are responsible for client delivery throughout the US. He has been a Licensed Asbestos Project Designer in Massachusetts for the past 20 years.

Project Experience

**Environmental Principal in Charge
Walgreens, United States**

Performed overall program management for national retail client. As a Principal in Charge he has overseen the execution and management of over 1,000 projects. Projects included environmental assessments, asbestos assessment, asbestos remediation, water/mold assessment and remediation, construction management, underground storage tank assessment, removal, and contaminated site clean-up.

**Environmental Project Management
Sherwin Williams, United States**

Performed overall project management for national retail client. As a project manager he has overseen the execution and management of over 200 projects. Projects included environmental assessments, asbestos assessment, asbestos remediation, water/mold assessment and remediation, and construction management.

**Environmental Project Management
Confidential Financial Client, United States**

Performed overall project support for a national financial client with project budgets over \$10 million. As a project manager for this national financial client, He managed delivery teams who were responsible for asbestos inspection, indoor air quality and remediation projects throughout the US. Responsibilities include project tracking and management to ensure quality and consistency.

Project Experience Continued

Environmental Program Management Comcast Cable Communications, United States

Performed overall program management for national telecommunication clients with project budgets over \$10 million. As a program manager he has overseen the execution and management of over 1,000 projects. Projects included environmental assessments, asbestos assessment, asbestos remediation, water/mold assessment and remediation, construction management, underground storage tank assessment, removal, and contaminated site clean-up.

Asbestos Inspections Tennessee Valley Authority, United States

Managed a team of eight inspectors in the inspection of power plants associated with the Tennessee Valley Authority (TVA). The inspection of asbestos containing materials took place in 7 power plants throughout the states of Tennessee and Kentucky. POP: 02/2002-08/2002

Environmental Project Management PGIM Real Estate

Performed overall project management for national financial clients. As a project manager he has overseen the execution and management of over 100 projects. Projects included environmental assessments, asbestos assessment, asbestos remediation and water/mold assessment and remediation.

Environmental Project Management 3M Industrial Adhesives & Tapes

Performed overall program management for national manufacturing clients. As a project manager he has overseen the execution and management of over 100 projects. Projects included environmental assessments, asbestos assessment, asbestos remediation and water/mold assessment and remediation.

Environmental Project Design and Management Confidential Client, United States

Conducted project design and management for over 500 facilities associated with a national utility company. The inspections ranged from 1,000 to 800,000 sq. ft. each. As a licensed designer for asbestos abatement, specifications were developed for various sites to remove asbestos-containing materials in response to emergency situation and to facilitate construction activities. Management of abatement activities included overseeing abatement project monitors and acting as liaison between building management, employees of utility company, regulatory agencies and the abatement contractor. Performed all bid administration and project closeout activities.

Project Experience Continued

Environmental Project Management Massachusetts Bay Transport Authority, Boston, Massachusetts

Responsible for overall management of Phase I Environmental Site Assessments (ESA) and Preliminary Hazardous Material Surveys in support of the preliminary environmental reviews as part of the Draft Environmental Impact Statement/Report (DEIR) for the South Station Expansion Project with MADOT.

Comprehensive Regulated Building Materials Inspections, Project Design, Bid Administration, and Project Management Metabolix, Cambridge, Massachusetts

Conducted comprehensive inspections project design, bid administration, and project management at the Former Metabolix Buildings located at 303 3rd Street, Cambridge, Massachusetts. As a licensed designer for asbestos abatement, specifications were developed to remove asbestos-containing and regulated materials and perform building demolition to facilitate construction activities. Management of abatement activities included overseeing abatement project monitors and acting as liaison between construction manager, regulatory agencies, and the abatement contractor. Performed all bid administration and project closeout activities.

Comprehensive Regulated Building Materials Inspections, Project Design, Bid Administration, and Project Management Harvard Medical School, Boston, Massachusetts

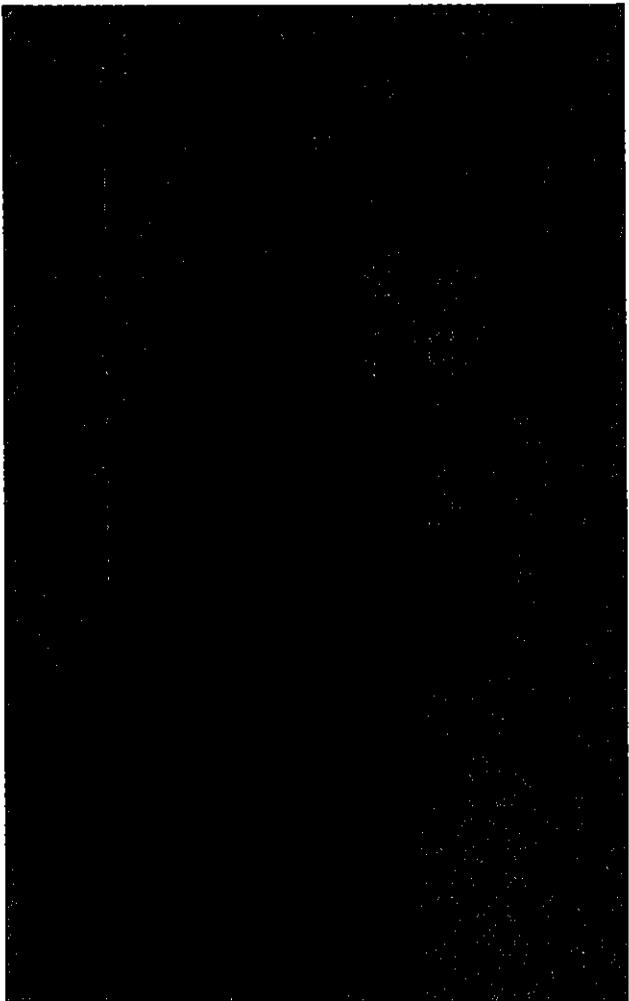
Performed comprehensive asbestos inspections, project designs and project management at the Harvard Medical School located in Boston, Massachusetts. The projects included the asbestos abatement to facilitate renovations at the Countway Library and steam tunnels located beneath the courtyard at Gordon Hall. As a licensed designer for asbestos abatement, specifications were developed with CADD drawings to remove asbestos-containing and regulated materials. Management of abatement activities included overseeing abatement project monitors and acting as liaison between general contractor, regulatory agencies and the abatement contractor. Performed all bid administration and project closeout activities.

Environmental Project Management Cape Cod Hospital and Medical Center, Hyannis, Massachusetts

Responsible for overall management of asbestos, regulated materials and indoor air quality issues during a \$40-million-dollar renovation project at the Cape Cod Hospital and Medical Center. Management of abatement activities included coordination of compliance monitoring services with the Director of Plant Operations, Health and Safety Officer and construction manager. Responsibilities also included interaction with hospital staff, construction management firm and field staff.



Professional Registration



Michael Oriola

Anna Duewiger
Arcadis
Geologist I

Education:

BA, Environmental Geology, Case Western Reserve University, May 2015
MS, Applied Geology, Queens College, May 2018

Years of Experience:

Total – 1 year, 10 months
With Arcadis – 1 year, 10 months

Professional Registrations:

HAZWOPER
TWIC
Fundamentals in Radiation Safety
OSHA Site Supervisor
Radon 101 Inspection and Measurement Course
NJ Radon Technician Certification

As a geologist in the Arcadis environmental business line, I primarily focus on field work involving groundwater monitoring, soil logging, gamma scanning, well drilling, and environmental phase I and II assessments. I also oversee subcontractors, serving as a bridge of communication between them and the project manager and ensuring safe work practices.

Before working at Arcadis, I worked in research and education focusing on a variety of topics including bioturbation, glaciers, and water chemistry. This involved intensive field and lab work involving piezometer installation, water quality monitoring, handling radioactive solutions, caring for marine invertebrates, and using modeling and mapping softwares. Through my work I gained experience in Microsoft Office, ArcGIS, LogPlot, and point-cloud software. I enjoy working in teams or independently and plan on expanding my knowledge and experience in our remediation and monitoring techniques, business development practices, and working relationships with state and federal regulatory agencies.

Project Experience

Groundwater Sampling

Confidential Client, Bethpage, NY

Sample monitoring wells using a variety of purge methods including rediflow pump, packer, and bladder pump, low flow, and three well volume. Complete well inspection rounds and follow-up maintenance including tubing installation, packer inspection, and bladder pump maintenance. Equipment rental, documentation of daily activities, ordering necessary supplies, updating result tables for reports, communicating directly with the office staff, and troubleshooting problems. All efforts are completed to monitor a large groundwater contamination plume including tracking the outermost edges of the plume with sentinel wells and whether the remedial systems in place are functioning properly with wells located within the plume.

Subcontractor Oversight

Confidential Client, Middle Village, NY

Toyota of Huntington, Huntington, NY

Serving as the bridge of communication between Arcadis office staff and the subcontractors in the field, making sure that the work is completed according to what was planned and Arcadis quality standards. Ensuring that the subcontractors and citizens in the vicinity are safe.

Overseeing concrete restoration to properly abandon wells in compliance with NYDEC.

1235 and 1245 Central Park Avenue Phase I

Confidential Client, Yonkers, NY

Conduct a thorough inspection of the site by taking photos, drawing and annotating maps, recording information, asking property managers or anyone found on site for information.

Answering any questions the report writer has on the property so a quality report can be written.

175 North Bedford Rd. Phase I and II

Arroway Chevrolet Cadillac, Mt. Kisco, NY



A site visit complete with photos, hand-drawn maps, annotated aerial photographs, collection of manifests for storage tanks and drums, and a site questionnaire. Utility clearance done prior to digging via calling 811 and overseeing a GPR subcontractor. Supervision of a contracted drill team to make soil borings in areas of interest such as staining and oil/water separator locations. Soil layers are characterized through PID measurements, grain size, coloring, odor, and texture. The information is recorded and photographed. Findings and field notes reported to PM.

Astoria Generating Station

Astoria Generation Station, Astoria, NY

Routine water level inspection on several wells and recording how much petroleum product is in the well (if any). Some of the wells have absorbent socks in them to soak up product. The socks are removed from the well, weighed to determine how much it has absorbed. The sock is then replaced and the old sock is properly disposed. Data entry is performed for routine inspection rounds.

Seymour Superfund Operations

Confidential Client, Seymour, IN

Assist with preparation of figures and tables for annual report.

Narrows Generating Station

Narrows Generating Station, Brooklyn, NY

Purging and sampling a series of shallow wells with a two-inch diameter stainless steel submersible pump.

Bank of America Phase 1 Site Visits

Bank of America, New York, NY and Brooklyn, NY

A series of Phase 1 Environmental Assessment site visits were conducted to identify current and historical RECs (recognized environmental conditions). The heating and cooling systems within

the building are identified along with evidence of past and/or current aboveground and underground storage tanks if any. Documentation of the spaces are compiled in a photolog and a Building Condition Visual Report was completed. On some properties, proposals are written for Phase 2 work. When the proposal is won, work orders for the subcontractors are written and geoprobe oversight and soil logging are conducted. The goal of the project is to comply to regulations involving the acquisition or disposition of properties.

Oversight of RW-20 Work-Zone Demobilization

Confidential Client, Bethpage, NY

Oversight of subcontractors de-mobilizing remediation well installation work-zone which included oversight of tank cleanings, fence and equipment movement, and operation of CAMP equipment to monitor air.

JP Morgen Chase Phase 1 Environmental Assessment

JP Morgen Chase, New York, NY

EDR is used to look up historical spatial records on the site and surrounding area to discern the topography, previous land usage, and placement of the site on any regulatory databases. A site visit is conducted to determine if there are any environmental conditions or concerns. Photos are taken and compiled into a photolog. A phase 1 environmental assessment report is written with the findings.

Park Soils

Confidential Client, Bethpage, NY

Overseeing soil-boring operations with a direct push geoprobe and hand-auger in an abandoned baseball field. Each boring is logged and samples are collected in various intervals. PCB in-field test kits are used to delineate extent of PCB contamination and determine if borings need to be extended. On some of the borings, gamma scanning is conducted. The goal of the project was to further delineate contaminated soil so that excavation could be optimized and determine if an emerging contaminant (radiation) was present.

Welsbach

Confidential Client, Camden, NJ

Overseeing direct push geoprobe. Using the navigation function on the Trimble GPS to locate and mark out future soil borings. Soil logging, sampling for VOCs, metals, and radiation, and down-hole gamma scanning in effort to delineate radiation contamination at a gas mantle contamination superfund site. The soil logs are digitized using LogPlot software.

Spiegel

Confidential Client, Plainview, NY

Oversight of utility mark-outs and temporary monitoring well installation using a sonic drill rig. The monitoring wells are put in place to determine the outermost fringes of a groundwater contamination plume. Once the plume edges are delineated, the wells are properly abandoned and remediation efforts to comply with the DEC will be accessed. Wells from previous phases of the Spiegel project were also sampled for PFAS as requested by the NYDEC.

PFAS Sampling

Confidential Client, Bethpage, NY

Conducting groundwater sampling of piezometers for PFAS and other chemical constituents in a basin to determine the impact of a nearby fire station.

Phase 1 Environmental Assessment Repots

New York School Construction Authority, New York, NY

Writing a condensed Phase 1 writeup and EDR database review for a public school building in Manhattan.

Remedial Well 21 Predesign Investigation

Confidential Client, Bethpage, NY

Oversight of geotechnical borings, piezometer installation, and infiltration points using Hollow Stem Auger technique in a highway cloverleaf. The work required adherence to a strict DOT traffic safety plan and soil logging. The cloverleaf was investigated to determine if it was suitable to become a basin for the treated water from Remedial Well 21.

Radiation Surveying

ConocoPhillips, Jennings, LA

Confirmation of boring locations using a MicroR Meter. Soil borings were drilled using Geoprobe direct push. The borings were characterized and logged. Then down-hole gamma was conducted using a Ludlum 2350-1 meter with a 44-62 probe. Intervals that were hot were submitted to the lab for analysis. The work was done to delineate the contamination so an excavation plan could be made.

Uranium Mine Reclamation

El Paso Natural Gas Company, Cameron, AZ

In the 1950's, exploration and uranium mining efforts were conducted on uranium mining sites on the Navajo Reservation in Cameron, Arizona. As part of the reclamation process, background radiation levels are established by sampling and analyzing areas that were not impacted by mining but have similar geology of the impacted areas. Surface and sub-surface soil from within the lateral boundaries of the impacted area are analyzed and sampled as well to determine where remediation efforts need to take place and to what extent. Micro-R meters are used to measure gamma rays at the surface and in the shallow sub-surface and a Trimble GPS system was used to record the location of the data. Health and safety are of top priority in the 100+ Fahrenheit temperatures experienced onsite. To lessen the burden of carrying heavy equipment up to a mile through the desert, horses were used. The overarching goal is to determine where elevated radioactive material is mobile so that actions can be taken to demobilize it and remediate the area.

FERNANDO A. COLOM-GEITZ

Field Technician 4

EDUCATION

Drafting School, Liceo de Arte y Tecnología

YEARS OF EXPERIENCE

Total – 20

LICENSES & CERTIFICATIONS

Certificate of First Aid/CPR with AED

Certificate Hazardous Waste Operations and Emergency Response 40-Hour Course and 8-Hour Refresher

Visible Emissions Evaluator

RCRA Hazardous Waste Regulation Training

Hazardous Material Transportation

Certificate in RCRA Hazardous Waste Regulations

Certificate of Gas Tester

Certificate of Permit to Work

Certificate of Smith Driving System (Forward and Backing)

Bloodborne Pathogens

H&S HazCom GHS Update

API Safe Work

TWIC

Mr. Fernando Colom-Geitz has 20 years of experience in the environmental field. His experience includes monitoring, data gathering, and reporting on leak detection and repair (LDAR) program. Worked as field technician at Abbott, Bristol Myers Barceloneta, UpJohn, Shell, Pfizer, Amgen, Puma Energy, PC Puerto Rico LLC, Fibers Supply, and Chemsourc. Has worked in the implementation of RCRA and leak detection and repair programs in Safety Kleen, Chemsourc, DuPont, and Pharmacia. Worked as field technician at Shell for refinery MACT. Worked on the start-up for LDAR Program at Pfizer Barceloneta. Participated in PRASA emergency operating WWTP in Orocovis, Río Grande, and Morovis. Experience in SPCC, equipment layout development, CAD Operator, tag preparation and actual component tagging, and LDAR drawings development as per EPA's Method 21. Mr. Colom is fluent in Spanish.

Detailed Experience

Phase I Assessments

Puma Energy Caribe/CEMC, Caribbean.

Performed assessments for Phase I compliance according to ASTM-E 1527-05/06 for several Chevron Texaco and Puma retail stations and C&I Sites throughout Puerto Rico and Dominican Republic, as well as in other Caribbean Islands.

Phase II Assessments

Puma Energy Caribe, Various locations in Puerto Rico.

Performed Phase II environmental assessments as technician for Puma Energy Terminal in Bayamón, Puerto Rico. Performed remediation projects for PC Puerto Rico LLC. Conducted environmental site assessments as technician for Puma Energy's remediation projects in Puerto Rico.

Underground Storage Tanks Removal Program

Various locations in Puerto Rico.

Performed UST removal projects in Puerto Rico complying with regulatory (PREQB) environmental sampling procedures. Has performed drilling operations for soil and water sampling exploration using hollow stem auger and direct push (Geoprobe) techniques and sampling of monitoring wells for groundwater monitoring assessment; and conducted groundwater sampling. Participated in several groundwater sampling activities at selected facility wells to comply with RCRA semi-annual

monitoring events. Participated as field technician in environmental site assessments and GPR field activities at service stations throughout Puerto Rico. Also participated in drilling, groundwater, and soil sampling activities throughout these service stations. Worked in the Clean Water Act project at the refinery terminal in Cataño.

**Groundwater Monitoring Program
The Fibers Group, Guayama, Puerto Rico.**

Participated in several groundwater-sampling activities at selected facility wells to comply with RCRA semi-annual monitoring events at Fibers Supply in Guayama, Puerto Rico.



ANDRÉS F. COLOM-GEITZ

Field Technician 3

EDUCATION

Automotive Repair and Collision Technology, Automeca Technical College, 2015

YEARS OF EXPERIENCE

Total – 15

LICENSES & CERTIFICATIONS

Chevron Environmental Management Company's Loss Prevention System

Certificate of First Aid/CPR with AED

Certificate of Hazardous Waste Operations and Emergency Response 40-Hour Course and 8-Hour Refresher

Visible Emissions Evaluator

Certificate of Gas Tester

Certificate in IATA/ICA Dangerous Goods Regulation

Certificate in RCRA Hazardous Waste Regulations

Certificate of Permit to Work

Certificate of Smith Driving System (Forward and Backing)

H&S HazCom GHS Update

Bloodborne Pathogens

API Work Safe

TWIC

Mr. Andrés Colom-Geitz has over 15 years of experience in the environmental field. Participated in UST removal activities, remediation activities, drilling of soil borings, soil sampling, monitoring wells installation, and groundwater sampling for ExxonMobil throughout Puerto Rico. Participated as field technician in environmental site assessments and GPR field activities at service stations throughout the island. Also participated in drilling, groundwater, and soil sampling activities throughout these service stations. Worked on the Clean Water Act project at a refinery terminal in Cataño. Participated in different sampling and remedial events in major pharmaceutical facilities around Puerto Rico.

His experience includes SPCC, soil and groundwater sampling, tag preparation, actual component tagging, and leak detection and repair (LDAR) drawings development as per EPA's Method 21. Experience in monitoring, data gathering, and reporting on LDAR program. Worked as field technician at Abbott, Bristol Myers Barceloneta, DuPont, Shell, Pfizer, MOVA, and API Industries. Worked in process availability coordination and performed field monitoring of fugitive emission components. Prepared request for repair and monitoring results reports. Participated in a Puerto Rico Aqueduct and Sewer Authority emergency, overseeing wastewater treatment plants in Orocovis and Morovis, Puerto Rico. Mr. Colom is fluent in Spanish.

Detailed Experience

Characterization and Waste Management Disposal Oil and Gas Client, Bayamón, Puerto Rico.

Supervised all environmental health and safety activities, such as: RCRA, waste management, laboratory analysis evaluation, profile preparation, air monitoring screening, confined space entry, hazardous waste solidification, TSDs, and landfill permit evaluations. Supervised gasoline absorption vapor recovery unit for VOC air emissions compliance test. Conducted daily hazardous waste storage area inspections. Conducted environmental laboratory, SPCC, SWPPP, safety on PPE, fire prevention, ladders and stairways, scaffolding, electrical, fall protection, excavation, shoring, heavy equipment, welding, cutting, signs, and signals/barricades audit. Conducted compatibility analysis for different waste generated, all companies' personnel protecting equipment, air monitoring equipment inspections, waste classification, and containers and

drums management. Prepared list of chemical products, list of material safety data sheets with the pictogram, the monthly emergency generator and well report, and wastewater treatment plant (WWTP) evaluation.

Phase I Assessments

Chevron Environmental Management Company, Houston, Texas. Performed assessments for Phase I compliance according to ASTM-E 1527-05/06 for several Chevron Texaco and PUMA retail stations and C&I Sites throughout Puerto Rico and Dominican Republic, as well as in other Caribbean Islands.

Phase II Assessments

PUMA Energy Caribe, Various Locations in Puerto Rico. Performed Phase II environmental assessments as technician for PUMA Energy Terminal in Bayamón, Puerto Rico. Performed remediation projects for PC Puerto Rico LLC. Conducted environmental site assessments as technician for PUMA Energy's remediation projects in Puerto Rico.

Underground Storage Tanks (UST) Removal Program

Oil and Gas Client, Various Locations in Puerto Rico. Performed UST removal projects in Puerto Rico complying with regulatory (PREQB) environmental sampling procedures. Has performed drilling operations for soil and water sampling exploration using hollow stem auger and direct push (Geoprobe) techniques and sampling of monitoring wells for groundwater monitoring assessment; and conducted groundwater sampling. Participated in several groundwater sampling activities at selected facility wells to comply with RCRA semi-annual monitoring events. Participated as field technician in environmental site assessments and GPR field activities at service stations throughout Puerto Rico. Also participated in drilling, groundwater, and soil sampling activities throughout these service stations. Worked in the Clean Water Act project at the refinery terminal in Cataño, Puerto Rico.

Groundwater Monitoring Program

The Fibers Group, Guayama, Puerto Rico. Participated in several groundwater-sampling activities at selected facility wells to comply with RCRA semi-annual monitoring events at Fibers Supply in Guayama, Puerto Rico.



MARCIAL FLORES-RODRIGUEZ

Field Technician 2

EDUCATION

Associated Degree, Electronics
EDP College, Puerto Rico

YEARS OF EXPERIENCE

Total – 13 years

LICENSES & CERTIFICATIONS

Certificate of First Aid/CPR with
AED

Certificate of Training in Loss
Prevention System

Certificate of Environmental Drilling
Safety

Certificate of Gas Tester

Certificate of Permit to Work

Certificate of Smith Driving System
(Forward and Backing)

RCRA Hazardous Waste
Regulation Training

Hazardous Material Transportation

Bloodborne Pathogens

API Work Safe

H&S HazCom GHS Update

TWIC

Mr. Marcial Flores has 13 years of experience in environmental monitoring and remediation, including system vapor extraction, product recovery system (skimmers), oil sampling sediment and groundwater, drilling, and wells installation. His experience includes working for clients such as Texaco for service stations and terminals throughout Puerto Rico, St. Thomas, Dominican Republic, Bahamas, Honduras, Guatemala, El Salvador, and Dominica. Also worked for clients, such as: TOTAL Petroleum, PUMA Energy, and CORCO for service stations, terminals, and docks. Mr. Flores is fluent in Spanish and English.

Detailed Experience

Phase I Assessments

PUMA/CEMC, Caribbean. Performed assessments of Phase I compliance according to ASTM-E 1527-05/06 for several Chevron Texaco and PUMA retail stations and C&I sites throughout Puerto Rico and Dominican Republic, as well as other Caribbean islands.

Phase II Assessments

PUMA/CEMC, Caribbean and Central America. Performed Phase II environmental assessments as field supervisor for Chevron Texaco property transfer and remediation projects in Puerto Rico, Bahamas, Dominica, Dominican Republic, Guatemala, El Salvador, and Honduras. Performed environmental site assessments as field technician for PUMA Energy's remediation projects in Puerto Rico. Also participated in facility-wide activities and Clean Water Act at the PUMA Energy Terminal during demolition project.

Underground Storage Tanks (UST) Removal Program

Puerto Rico. Performed UST removal projects in Puerto Rico complying with the regulatory (PREQB) environmental sampling procedures. Has performed drilling operations for soil and water sampling exploration using hollow stem auger and direct push (Geoprobe) techniques and sampling of monitoring wells for groundwater monitoring assessment; and conducted groundwater sampling. Participated in several groundwater-sampling activities at selected facility wells to comply with RCRA semi-annual monitoring events.

Emergency Response

Caribbean. Participated in emergency projects at the Dominica terminal, Bahamas, and Puerto Rico, identifying affected areas, and conducting sampling and product recovery activities.

Environmental Baseline Study and Phase II Environmental Site Assessment

Caribbean and U.S. Participated in the development of an environmental baseline study and Phase II environmental site assessment regarding service stations, vacant lots, marinas, and fuel terminals. Performed soil and groundwater sampling exploration using the hollow stem auger and direct push techniques and assisted in the report preparation and results interpretation. Conducted site reconnaissance, mapping, aerial photo interpretation, and interviews with site representatives to assess current and historical site activities. Assisted on the preparation of site conceptual models (vertical and horizontal extent).

Environmental Site Assessment and Environmental Condition Reports

Caribbean. Participated in the development of an environmental baseline study and environmental condition reports (ECR) for fuel system removal activities in service stations, vacant lots, commercial and industrial sites, marinas, and fuel terminals. Conducted site reconnaissance, mapping, and interviews with site representatives to assess current and historical site activities. Performed field sampling activities and assisted with report preparation and results interpretation. Assisted in the preparation of evaluation forms and progress reports to the local environmental agencies.

Free Product Recovery

Caribbean. Participated in free product recovery programs using the following techniques: manual, pumps (pneumatic, peristaltic and bladder) in PUMA refinery facilities in Puerto Rico, Rubis in Bahamas, and Dominican Republic, as well as TOTAL Petroleum, PUMA Energy, and Texaco service stations around Puerto Rico and the Caribbean.



GARY M. MARKIEWICZ

Project Ecologist

EDUCATION

BS/Natural Resource Management,
Rutgers University, 2001

YEARS OF EXPERIENCE

Total – 17 years

PROFESSIONAL REGISTRATIONS

Professional Engineer in Puerto
Rico, Lic. 22045

QUALIFICATIONS

Society for Ecological Restoration
International
Society of Wetland Scientists
New Jersey Certified Pesticide
Applicator: #54174B
New York Certified Pesticide
Applicator: #C0838939
Pennsylvania Certified Pesticide
Applicator #:905296

Mr. Markiewicz has conducted wetland delineations, ecological evaluations and bio-monitoring, habitat restoration and enhancement, and biological and chemical sampling in various environmental media for over 15 years. His responsibilities include mitigation and habitat restoration project design, implementation of habitat restoration projects and associated adaptive management including invasive species control, design and implementation of ecological assessments, and field data collection activities, data interpretation, and report development. He has developed Wildlife Habitat Management Plans, and coordinated the Wildlife Habitat Council certification program for multiple sites in New Jersey, New York, Pennsylvania, and Mississippi.

As a Certified Pesticide Applicator in New Jersey, New York, and Pennsylvania, he developed and implemented invasive species control programs for various plant community restoration and habitat enhancement projects. He also has extensive land use regulation experience including land use permit preparation, wetland mitigation design, and development and implementation of best management practices for threatened and endangered species. As a Certified Pesticide Applicator, Mr. Markiewicz has implemented invasive species control programs using a variety of control methods including surgical spot application of herbicide to target invasive plant species [e.g., garlic mustard (*Alliaria petiolata*), common reed (*Phragmites australis*), Japanese knotweed (*Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), purple loosestrife (*Lythrum salicaria*), Canada thistle (*Cirsium arvense*), Olive (*Alaegagnus umbellata*), mile-a-minute (*Polygonum perfoliatum*), Japanese honeysuckle (*Lonicera japonica*)] using backpack sprayers and wipe application, broadcast herbicide application and strategic mowing.

Mr. Markiewicz also has a strong background in investigative field activities which includes vegetation community assessments, vernal pool monitoring, wildlife surveys, terrestrial and aquatic macro-invertebrate sampling, fish tissue collection and population studies, surface water sampling in riverine and wetland systems, and sediment and soil sampling in ecologically sensitive areas. Mr. Markiewicz developed and implemented ecological functional assessments using the hydrogeomorphic (HGM) approach for wetland systems in Puerto Rico.

Project Experience

Wetland Delineation

Various Locations (2002-present)

Performed numerous wetland delineations for sites in New Jersey, New York, Pennsylvania, and Illinois including, a 433-acre corporate campus, an 80-acre undeveloped property, approximately 50 miles of floodplain in state forest preserve land and residential properties, 8 miles of transmission line right of way, and a 144-acre Superfund site partially located in a United States Fish and Wildlife Service wildlife refuge. Delineations conducted in New Jersey were performed using the multi-parameter approach as outlined in the 1989 Inter Agency Federal Manual for Identifying and Delineating Jurisdictional Wetlands. Wetland delineations conducted outside of New Jersey were performed using the USACE multi-parameter method for routine determinations and the respective supplemental manuals for the Atlantic and Gulf Coastal Plain, Northcentral and Northeast, Eastern Mountains and Piedmont, and Mid-West Regions.

Land Use Permitting (Freshwater/Coastal Wetlands, Flood Hazard Area/Riparian Zone)

New Jersey (2001-present)

Prepared and submitted land use permit application packages to support remedial activities for numerous sites in New Jersey pursuant to the New Jersey Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A), New Jersey Coastal Zone Management and Coastal Permit Program Rules (N.J.A.C. 7:7 and 7:7E), New Jersey Flood Hazard Area Act Rules (N.J.A.C. 7:13), and the Delaware and Raritan Canal Commission (N.J.A.C. 7:45).

Land Use Permitting (Mitigation Plans)

New Jersey (2003-present)

Prepared and submitted numerous mitigation proposals as a component of freshwater wetlands general permits for remedial activities in accordance with N.J.A.C. 7:7A. Mitigation designs included creation and enhancement of emergent, wet-meadow, scrub/shrub, and forested wetland communities through broadcast application of native seed mixtures and planting of native species. Designed monitoring and maintenance programs that incorporated adaptive management techniques to improve project success while reducing overall project costs.

Vernal Pool/Freshwater Wetlands/Upland Forest Mitigation Project

Ringwood, New Jersey (2008-present)

Designed and manage the restoration and enhancement of approximately 12 acres of freshwater wetlands on a Region 2 Superfund site as part of mitigation for on-going remedial activities. The project involved the design and placement of bio-engineered techniques to stabilize and reduce erosion of steep slopes and the selection of plant species based on reference area vegetation assessments. Project goals included creation of emergent, wet-meadow, and scrub/shrub wetland communities and upland forest through broadcast application of native seed mixtures and planting of native species in areas previously disturbed by a remedial action. Vernal pool creation was incorporated into the project to increase ecological value while reducing costs associated with regrading and fill placement. Utilization of project provided habitat by numerous vernal pool dependent species and New Jersey listed threatened species was documented in 2009 and 2010, respectively.

Freshwater Wetlands/Upland Forest Mitigation Project

Ringwood, New Jersey (2008-2014)

Arcadis designed and implemented the restoration and enhancement of approximately 12 acres of freshwater wetlands, in a phased approach, on a Region 2 Superfund site within Ringwood State Park to address mitigation requirements for environmental remediation activities. The project involved the design and placement of bio-engineered techniques to stabilize steep slopes, the selection of plant species to promote the deployment of native plant communities based on reference area vegetation assessments, and integration of wildlife habitat enhancement. The project created emergent, wet-meadow, and scrub/shrub wetland communities and upland forest through the application of native seed mixtures and planting native species in areas previously disturbed by remedial action. Hydrologic features and topography created during remedial excavations were incorporated into the project by constructing vernal pools and seep wetlands to increase ecological value while reducing overall costs associated with regrading and backfill placement. Arcadis implemented a monitoring and maintenance program that incorporated the process of adaptive management to drive the project towards achieving the mitigation goals within the 5-year monitoring period for each phase. Maintenance activities included augmentative seeding/planning and invasive species control. In addition to meeting regulatory obligations the project provided habitat to numerous vernal pool dependent and New Jersey listed threatened species, which was documented from 2008 through 2012.

Riparian Areas/Freshwater Wetlands Restoration and Enhancement Program

Hopewell, New Jersey (2002-present)

Design and manage pro-active riparian corridor and freshwater wetland system restoration and enhancement program on a 433-acre active pharmaceutical research and development facility. NJDLUR accepted managed areas for mitigation bank credits for implementation of the site's development plan. Expanded project to include upland meadow enhancement for pollinator species through seeding native flowering plants.

Freshwater Wetlands Mitigation Project

Caldwell, New Jersey (2005-2010)

Managed and implemented a freshwater wetlands mitigation project on a Region 2 Superfund site that created emergent, wet-meadow, and scrub/shrub wetland communities through broadcast application of native seed mixtures and planting of native species in areas previously dominated by common reed (*Phragmites australis*). Following a 5-year adaptive management program, NJDLUR approved project completion in 2010.

Restoration and Enhancement - Freshwater Wetlands/Stream Corridor

South Plainfield, New Jersey (2004-2008)

Performed restoration and enhancement of approximately 5 acres of freshwater wetlands and stream corridor following completion of remedial activities in a forested wetland system. Activities included construction oversight, planting activity management and implementation, monitoring and project evaluation, and monitoring report preparation.

Upland Meadow Restoration and Enhancement Program

Staten Island, New York (2013-present)

Design and manage the pro-active restoration and enhancement upland meadow on an 11-acre closed landfill. Project includes the control of invasive species,

construction of nesting/perching habitat for American kestrel (*Falco sparverius*) and enhancement for pollinator species through seeding native flowering plants.

Invasive Plant Species Control

New Jersey, New York and Pennsylvania (2011-present)

Developed and implemented invasive species control programs for restoration and habitat enhancement projects utilizing a variety of control methods including surgical spot applications of herbicide with backpack sprayers and wipe application techniques, strategic mowing, and broadcast application using UTV-mounted tank sprayers. Project locations includes closed landfills, USEPA Superfund sites, corporate campuses, State Parks and wildlife preserves, industrial sites, and residential areas ranging from less than 1 acre to over 10 acres. Target species included: garlic mustard (*Alliaria petiolata*), common reed (*Phragmites australis*), Japanese knotweed (*Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), purple loosestrife (*Lythrum salicaria*), Canada thistle (*Cirsium arvense*), Olive (*Alaegagnus* spp.), mile-a-minute (*Polygonum perfoliatum*), Japanese honeysuckle (*Lonicera japonica*), Japanese hop (*Humulus japonicas*), Japanese barberry (*Berberis thunbergii*), Oriental bittersweet (*Celastrus orbiculatus*), and Chinese bush clover (*Lespedeza cuneata*).

Publications

J. Shisler, G. Markiewicz, D. Partridge, L. deMarffy and C. Brachfeld. 2013. Outside the Box in Habitat Restoration for Hazardous Remediation. Presented at the 5th National Conference on Ecosystem Restoration. July 29-August 2, Chicago, Illinois.

Markiewicz, G.M., J.K. Shisler, C. Tuttle, A. Hebert, J. McBurney. 2011. Ecological and Economic Benefits of Adaptive Management for Wetland Mitigation. Poster presented at the Society of Environmental Toxicology and Chemistry Hudson-Delaware and Chesapeake-Potomac Regional Chapter Joint Meeting, 27-28 April, Wilmington, Delaware.

Markiewicz, G.M., J.K. Shisler, K. Hallinger, E. Zimmerman, G. Albright, and B. Bussa. 2010. Not All Restoration Sites are Created Equal - Lessons Learned from Wetland Restoration Projects Associated with Environmental Cleanups in New Jersey. Poster presented at the Society for Ecological Restoration International Mid-Atlantic Chapter Annual Conference, 20 January, Rutgers University, New Brunswick, New Jersey.

Markiewicz, G.M., G.J. Braun, J.K. Shisler, D.J. Stout, M.B. Koza, R.M. Weiss, and A.P. Lanterman. 2006. Restoration of riparian buffers on a New Jersey corporate campus. In Proceedings of the American Water Resources Association 2006 Summer Specialty Conference, eds. M. Colosimo and D.F. Potts. Missoula, Montana.

Markiewicz, G.M., G.J. Braun, J.K. Shisler, D.J. Stout, M.B. Koza, R.M. Weiss, and A.P. Lanterman. 2006. Riparian buffer restoration on a corporate campus - A component of a watershed management approach. In Proceedings of the Mid-Atlantic Sections American Water Resources Association Stream Restoration and Protection in the Mid-Atlantic Region Conference. NJ School of Conservation, Montclair State University, Branchville, New Jersey.





MARISOL MARTINEZ GARAYALDE

Barrio Rabanal
2 La Loma de Roque
Cidra, Puerto Rico 00739
Celular 787-519-6520

Email: marisol-mgarayalde@hotmail.com

Goal

Provide Professional Services in the field of archeology (Stage IA-IB, Stage II, Archaeological Mitigation and Monitoring) for any project that involves excavation, construction and reconstruction in order to meet state and federal provisions, (Act No. 112 of July 20, 1988, the Law for the Protection of the Archaeological Heritage of Puerto Rico and Land Protection Act 16 USC 470 Archaeological Resources and Protection Act and Cultural Historic Properties 36 CFR Part 800).

Education



2009	Centro de Estudios Avanzados de Puerto Rico y el Caribe San Juan, Puerto Rico, Master Courses in Archaeology
1982 – 1987	Universidad de Puerto Rico, Recinto de Río Piedras, Puerto Rico, BBA Concentration in Anthropology and Labor Relations

Work Experience

Coruba Consulting Group

July 2003 to present - Archaeologist

Puerto Rico Aqueduct and Sewer Authority

January 2001 - June 2003 Chief of Environmental Assessment

February 1994 - December 2000 Archaeologist

Archaeological Assessments:

- 2016 Construction of Cerro Gordo/La Balandra, Villa Retorno, Breñas y Las Palmas/Sabana Community Sanitary Sewer System Project, Sabana Ward, Vega Alta, Puerto Rico (Phase IA-IB)
- 2016 Marina Puerto del Rey Boatyard Improvement Project, PR-3 Kilometer 51.6, Machos Ward, Ceiba, Puerto Rico (Monitoring Arch. Anabel Arana Principal Investigator and Arch. Marisol Martínez Garayalde Co-Investigator)
- 2015 Dorado Elderly Center Project, PR 698 Km, 0.5, Mameyal Sector, Higuillar Ward, Dorado, Puerto Rico (Phase IA-IB)
- 2015 Solarea de Dorado Project, PR 695, Higuillar Ward, Dorado, Puerto Rico (Phase IA-IB)

- 
- 2014 New Access Road from PR 9 to Number 5 Street, El Vigía Sector, Portugués Urbano Ward, Ponce, Puerto Rico (Phase IA-IB)
 - 2013 Industrial Facilities to Provide 13 Industrial Lots Project in PR-796 Km. 3.5, Bairoa Ward, Caguas, Puerto Rico/ SAJ-2008-01759 (Phase II Arch. Anabel Arana Principal Investigator and Arch. Marisol Martínez Garayalde Co- Investigator)
 - 2012 Doctor`s Center Medical Plaza Project, PR 35, Fernández Juncos Avenue, Parada 20, San Juan, Puerto Rico (Monitoring)
 - 2011 Replacement of Bridge Number 21 over Río Nigua, Río Jueyes Ward, Salinas, Puerto Rico (Phase IA-IB)
 - 2010 San Juan – Carolina Mass Transit System, Puerto Rico (Phase IA-IB)
 - 2009 Improvement of Urban Center of Cataño Sanitary Sewer System and Pluvial Sewer System, Puerto Rico (Phase IA-IB)
 - 2008 Ciudad de las Ciencias Project, Penitenciaría Oso Blanco, PR-18, Monacillos Ward, San Juan, Puerto Rico (Phase IA)
 - 2007 Señorío de Gonzaga Project, Lot 8B, PR 962, Canóvanas Ward, Puerto Rico (Phase II)
 - 2007 Colomer Pump Station Elimination, San Juan, Puerto Rico, (Monitoring)
 - 2006 Caguas-Río Piedras Mass Transit System, Puerto Rico (Phase IA-IB)
 - 2005 Colomer Pump Station Elimination, San Juan, Puerto Rico (Phase IA)
 - 2003 Instalation of Ingenio Community Sanitary Sewer System Project, Aguacate Ward, Yabucoa, Puerto Rico (Phase IB)
 - 2002 Rehabilitation of Reversible Osmosis Water Treatment Plant, Culebra Island (Desalination Plant) (Phase IA)
 - 2000 Petroglyphs and Rupestre Art Documentation, Cantera Media Luna, Toa Baja, Puerto Rico (Arch. Marisol Martínez Garayalde, Principal Investigator - Arch. Maritza Torres Martínez, Field Archeologist , Phase IB)

- 1998 Improvement to Vegas Arriba, Capaéz and Garzas Ward Aqueduct System, Adjuntas, Puerto Rico (Phase IA-IB)
- 1997 Dredging of Carraizo Lake, Area B, Gurabo, Puerto Rico (Phase II, Arch. JJ Ortiz Aguilú, Principal Investigator - Arql. Marisol Martínez Garayalde, Co-Investigador)
- 1997-1996 Archaeological Evaluation of Areas A, V1 y V2 of Dredging of Carraizo Lake, Gurabo, Puerto Rico (Phase IA-IB, Arql. JJ Ortiz Aguilú, Investigador Principal y Arql. Marisol Martínez Garayalde, Co-Investigadora Principal)
- 2001 Improvement to Aqueduct System, Raw Water Intake and Expansion of Orocovis Filtration Plant, Orocovis, Puerto Rico (Phase IA-IB)

Puerto Rico State Insurance Fund Corporation

- 1988 – 1994 Personal Office - Manage employee documentation, update records, interview people for employment, record hours worked, vacation and sickness licenses for employees

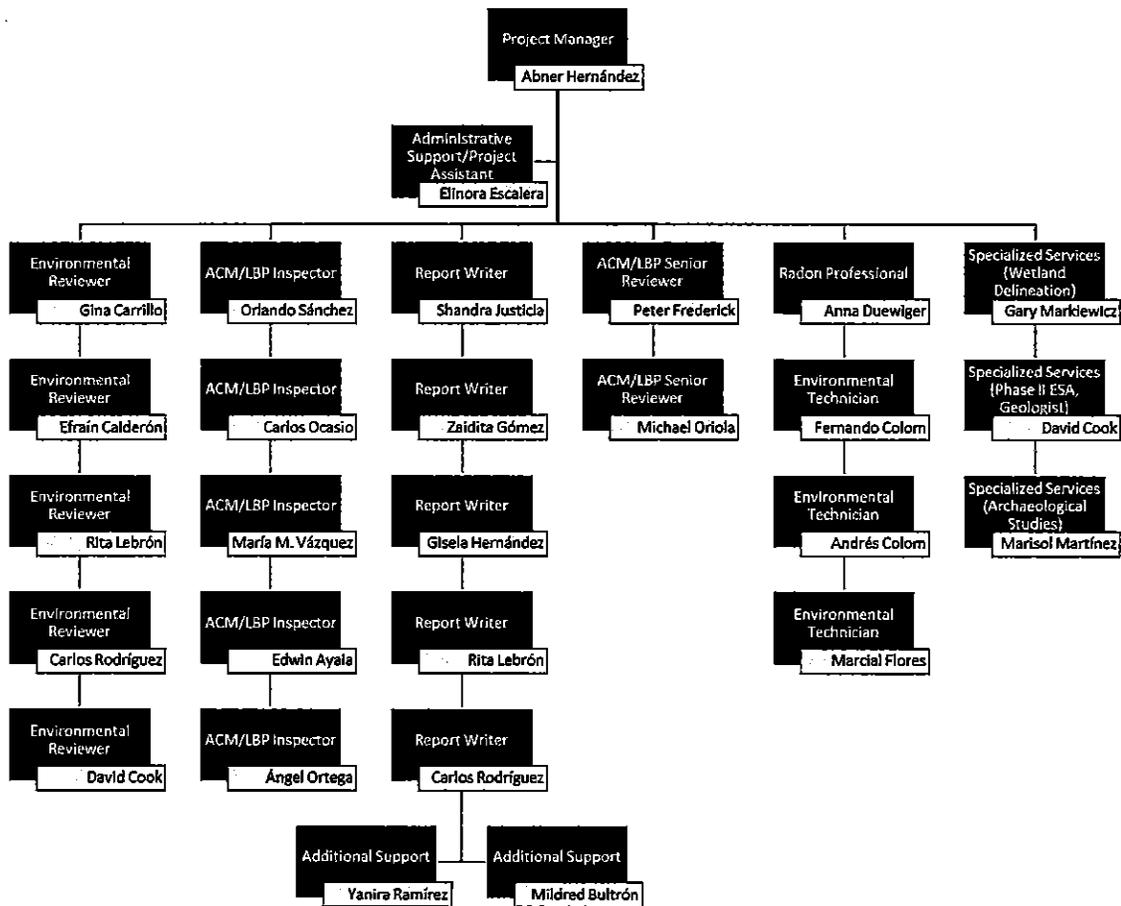
Trainings

- Environmental Courses on: Environmental Impact Assessments
Environmental Permitting Regulations and Part I and II, Environmental Science
- Strategic Environmental Development Plans for Puerto Rico Seminar.
- "Fourth Biennial CECIA-UIPR Symposium on Potable Water Issues in Puerto Rico: Technology and Regulations (Effects of improper waste disposal on source and finished water quality)"
- 1ro, 2do, 3ro y 4to Encuentro de Investigadores en Arqueología y Etnografía
- "Karst" in Puerto Rico Seminar.
- "7th Drinking Water Seminar"
- Preparation of Contamination Maps In NON-PRASA Communities
- "Archaeological Resources Protection Training Program - Federal Law Enforcement Training Center"

WORK APPROACH

With respect to this RFP, Arcadis Caribe has assembled a project team of qualified professionals from our local Arcadis Caribe office located in Guaynabo, PR and including support from Arcadis Caribe US resources. This team includes, Professional Engineers (PEs), Professional Geologists (PG), asbestos and lead based paint professionals (registered with the Puerto Rico Environmental Quality Board), environmental scientists, and other technical (i.e. Wetland Experts) and support staff. Our project team members have experience working on projects for public agencies including, but not limited to, Puerto Rico Aqueduct and Sewer Authority (PRASA), Puerto Rico Electric Power Authority (PREPA), Caguas Municipality among others.

Below is an organizational Chart that shows Arcadis Caribe Project Team.



Arcadis Caribe understands that the scope of work will apply approximately 6,000 single family residences and that each residence will be treated as a separate project.

This proposal and its contents shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis Caribe as a result of — or in connection with — the submission of this proposal, Arcadis Caribe and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

We also understand that the proposed schedule for the completion of the work will be three years, or approximately 2,000 sites per year.

Project Manager/Point-of-Contact

Arcadis Caribe has identified Abner Hernández as the primary point-of-contact and Project manager for Arcadis Caribe's services for PRDOH Environmental Consulting Services Contract.



Mr. Hernández is a certified project manager for Arcadis Caribe and has over 20 years of environmental consulting experience. As an account manager for several local and national clients, he manages delivery teams who are responsible for client delivery throughout Puerto Rico and the Caribbean. He also brings technical expertise being a former Regional Director of two PREQB offices as well as industrial hygiene and media assessments. Mr. Hernández is well experienced in conducting environmental compliance reviews, Phase I and II ESA's as well as ACM and LBP survey and assessment for government and private clients as demonstrated during his career path. In addition, Mr. Hernández has audited and inspected asbestos and lead based paint abatement projects within many Puerto Rico Multi-family Housing Projects owned by the PRDOH for compliance with local and federal regulations.

Arcadis Caribe has read, understands, and acknowledges the scope of work and expectations for the work to be performed as described in the RFP.

Task 1 Environmental Review

For this task, Arcadis Caribe will dedicate five (5) experienced professionals to perform the Site-Specific Tier 2 Environmental Reviews after PRDOH provides access to the broad level Tier 1 environmental review document.

For this task, Arcadis Caribe will create an Environmental Review Record (ERR) to evaluate each project environmental compliance requirements with the National Environmental Policy Act (40 CFR 1500 and 24 CR 58), Law 416-2004 article 4B (3) of the Puerto Rico Environmental Public Policy Act, the Puerto Rico Permit Process Reform and local municipalities regulations for meeting legal requirements. Arcadis Caribe will evaluate the proposed action environmental impact for each site-specific project and will assess its feasibility in relations to the required level of environmental review process.

For this task, Arcadis Caribe has selected Mss. Gina M. Carrillo, a professional engineer with more than 20 years' experience in the field of project permits, project environmental compliance

and construction management to be the lead on the environmental review process. In addition, Arcadis Caribe included Mr. Carlos Rodrigues, PE; to support Mss. Carrillo on this task.

This task does not include the preparation, submittal and distribution of environmental impact statements, environmental assessments and/or categorical exclusions to the concerning lead local environmental regulatory agency.

Task 2 & 3 Asbestos and Lead-Based Paint Testing

For this task, Arcadis Caribe will dedicate five (5) experienced inspectors to perform the Asbestos Containing Material (ACM) and Lead-Based Paint inspection and testing within a single site visit. Our inspectors are certified in both specialties and registered with the Puerto Rico Environmental Quality Board (PREQB). Under this task Arcadis Caribe assumes that two sites per inspector can be assessed per day, considering they are not more than 15 miles apart.

Arcadis Caribe will conduct a walkthrough of the facility (residence) to evaluate for evidence of suspect ACM's in accessible areas. Activities in this task are as follows:

- 
1. Arcadis Caribe will conduct a visual inspection of the structure surroundings, the exterior envelope and the interior, noting facility layout, for detection of suspect materials, identifying types of material and quantities.
 2. Arcadis Caribe will provide a field sketch documenting asbestos suspect materials sampling location on floor plans if available.
 3. Arcadis Caribe will collect up to 6 bulk samples from suspect building materials. Samples will be collected and analyzed for asbestos content, as required by EPA Federal regulations prior renovation work that could disturb these materials. The bulk samples will be collected following standard industry protocols and submitted to a certified laboratory for analysis under PLM EPA 600/R-93/116 considering 72 hours TAT.

Upon completion of the site inspection/survey, Arcadis Caribe will prepare a summary letter report presenting the findings, including site observations. This information will determine the correct course of action should abatement of building materials be deemed necessary.

Arcadis Caribe' Technical Guidance Instructions (TGIs or Standard Operating Procedures [SOPs]) for conducting asbestos inspections are based upon ASTM E2356 Standard for Comprehensive Building Asbestos Surveys and every Arcadis Caribe inspector is familiar with our SOPs and how to perform asbestos surveys in accordance with ASTM E2356, including all applicable federal, state, and local regulations.

Based upon our deep market knowledge of best management practices for managing ACM in many different market sectors, including rail, transportation, industrial, chemical/pharmaceutical, oil and gas, and commercial, Arcadis Caribe offers the following value propositions:

Laboratory Services

Arcadis Caribe has maintained a strategic partnership with one of the world's leading asbestos and industrial hygiene laboratories, EMSL Analytical, Inc., for over twelve years. Our strategic partnership allows Arcadis Caribe to provide the most cost-effective analytical services with fast turnaround times and industry leading analytical expertise.

All of Arcadis Caribe's asbestos professionals, and subconsultants (if used), have been properly trained and accredited in accordance with the applicable provisions of the EPA MAP for the discipline of work they perform (e.g., inspections, management plans, project designs, abatement oversight). In addition, they hold the appropriate state accreditation or licensure required to perform their respective asbestos and lead-based paint consulting tasks. Arcadis Caribe has several SOPs and Quality Procedures (QPs) in place, of which all staff has knowledge of and follow. Our SOPs and QPs are dynamic, scalable, and easily adaptable for specific clients and their requirements.

Project Team

- Orlando Sánchez – Asbestos and lead-based paint inspector with 20 years' experience
- Carlos Ocasio – Asbestos and lead-based paint inspector with 15 years' experience
- María M. Vázquez – Asbestos and lead-based paint inspector with 5 years' experience
- Edwin Ayala – Asbestos and lead-based paint inspector with 10 years' experience
- Angel Ortega – Asbestos and lead-based paint inspector with 10 years' experience

With our experience in conducting asbestos and lead-based paint inspections and developing and implementing asbestos programs for Fortune 500 companies, we already have the seasoned consultants and an organizational structure to handle large national programs. Arcadis Caribe understands that the successful and timely completion of every project relies on the technical competence and capabilities of individual team members, the blending of talents and the commitment and availability of the people assigned, combined with the overall team philosophy that we are a vital part of the team's efforts to effectively execute project assignments.

For the lead-based paint testing Arcadis Caribe proposes to use an X-ray Fluorescent (XRF) lead analyzer to test the paint for lead. The analyzer is a nondestructive method of testing paint and provides immediate results for each test conducted. If paint contains lead equal to or greater than 1.0 milligram per square centimeter (mg/cm^2), as defined by the USEPA/Housing or Urban

Development (HUD), it is lead-based paint. The higher the reading on the XRF, the higher the lead content of the paint. The use of this technology will eliminate the need for collecting paint chip samples, thus eliminating laboratory costs. Arcadis Caribe is registered within the PREQB Lead -Based Paint Division to conduct LBP consulting services in Puerto Rico. Arcadis Caribe registration No. is 2556-0918-LF-012.

A surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation will be provided as a deliverable. The LBP inspections will be performed in general accordance with Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing Chapter 7: Lead-Based Paint Inspection.

Arcadis Caribe may use local subconsultants pre-qualified by Arcadis Caribe to complete some of the inspection or abatement monitoring work depending upon the project schedule, site locations, and state certification and licensing requirements. If subconsultants are engaged to assist with the project work, they will meet the all the same applicable health and safety requirements as Arcadis Caribe.



Task 4 Radon Testing

For this task, Arcadis Caribe will dedicate at least one certified radon professionals to supervise the testing in homes. Under this task Arcadis Caribe assumes that 60 homes be tested per week; considering they are not more than 15 miles apart, using three (3) environmental technicians under direct supervision of the certified professional. per inspector can be assessed per day,

The survey will be performed in accordance with the Environmental Protection Agency recommended procedures found in EPA-402-R-92-004. EPA recommends that initial measurements be short-term tests placed in the lowest lived-in level. An initial short-term test is conducted for two day to 90 days. Short-Term Charcoal Activated Radon in Air Test for 48 hours will be used. A National Radon Proficiency Programs Technician will supervise the testing.

Short-Term test protocol for indoor Radon gas level will be collected from the structure at the lowest lived-level. The Short-Term Activated Charcoal Radon in Air Test is identified by their current test kit number and related data is recorded. The device position is selected where the detectors are not disturbed during the measurement period of 48 hours. The charcoal canisters/tubes have a minimum detectable concentration 0.4 pCi/L – way below the 4 pCi/l. limit. The samples will be sent to EMSL Analytical Inc. in Cinnaminson NJ, which is a laboratory certified by the National Radon Safety Board (NRSB No. ARL6006) and the National Radon Proficiency Program (NRPP No. 109000).

Identification and Mitigation of Issues

Many of the most significant issues that may be encountered during this program relate to health and safety and include the following:

- The discovery of unidentified containerized materials;
- Physical hazards associated with damaged structures;
- Water leaks;
- Faulty electric connections;
- Presence of mold;
- Animal encounters;
- Human encounters; and
- Unexpected inclement weather during site inspections.



To address these issues and others that may be encountered during the performance of the PRDOH program, Arcadis Caribe will prepare a site-specific health and safety plan (HASP) for the activities to be performed. The objective of this HASP is to provide a mechanism for establishing safe working conditions at the Site. Arcadis Caribe will establish the safety organization, procedures, and protective equipment based on an analysis of potential physical, chemical, and biological hazards. Our staff will evaluate specific hazard control methodologies by developing Job Safety Analysis (JSA's) to minimize the potential of injury, illness, or other hazardous incidents.

All H&S related incidents, including near misses with actual or potential consequences, are thoroughly investigated through a root cause analysis. In cases of no possible access, extreme structural damage, it may not be possible to complete the required surveys under the SOW, this scenario will be immediately notified to the PRDOH project manager.

Local Participation

For this project and being a local registered company, Arcadis Caribe will use 100 % of its resources from our local office as detailed on organizational chart.

First Tier subcontractors included in this proposal are also small local enterprises registered in PR. Notwithstanding, Best Environmental Consultants Inc. is a woman owned small business, being the owner Mrs. María M. Vázquez.

Examples of Past Deliverables

Detailed information regarding the past deliverables is provided in Exhibits B and C.

QA/QC Procedures

Prior commencement of the project, Arcadis Caribe coordinate a project kick-off meeting with PRDOH to coordinate planning efforts, stakeholder engagement and communications. This meeting will focus on establishing the relevant points of contact, coordinating the planning contributors and stakeholders, and developing methods of communications.

All field data will be digitalized and sent daily to a document specialist at Arcadis Caribe office, who will manage the data and store it in an electronic folder for each project. All data will be securely stored in Arcadis Caribe servers.

For quality assurance purpose, all deliverables (i.e. reports), will be reviewed and edited by the senior reviewers to ensure that they meet the quality standards set by Arcadis Caribe and PRDOH.

For purpose of quality control, Arcadis Caribe will create a template report for each task, which will be submitted to the PRDOH for approval prior any deliverable is submitted. Once PRDOH has approved the template report, all deliverables will follow same format.

Arcadis Caribe proposes to use SharePoint® from Microsoft Windows as a portal-based platform to create, store, manage and share documents with the PRDOH.



GOVERNMENT OF PUERTO RICO

Department of Housing

EXHIBIT A-2

QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST

Request for Proposals

Environmental Consulting Services

Community Development Block Grant – Disaster Recovery

CDBG-DR-RFP-2018-03

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. If applicable, the Proposer shall submit for First-Tier Subcontractors those items indicated as applicable with a checkmark below.

Company Submitting is:

Proposer

First-Tier Subcontractor

Page

Tab	Initials	First-Tier Sub. Applicability	Document Description
			Company Cover Page
			Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
			One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	<i>QR</i>	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	<i>QR</i>	✓	Exhibit C: Statement of Qualifications
3	<i>QR</i>	✓	Company's Profile
4	<i>QR</i>	✓	Organizational Chart
5	<i>QR N/A</i>	✓	Availability Chart

Tab	Initials	First-Tier Sub. Applicability	Document Description
6	MM		Key Staff Résumé and Professional Information
7	MM		Work Approach
8	MM		First-Tier Subcontractor Information (if applicable)


Proposer's Signature

10/10/18
Date

Maria M. Varquez-Montes
Proposer's Printed Name



1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Maria Vazquez	787-329-9690	bestenvironmentalconsultants@gmail.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Ocasio	787-213-1199	bestenvironmentalconsultants@gmail.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QDE

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)

Proposer's Initials:

2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab _____
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab _____
- 2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab N/A
- 2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

No Yes (See Attachment _____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

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Proposer's Initials

ID	Client Name	Work Description	Contact Amount (in marks)	Project Duration (in marks)	Completion Date	Deliverables of the Project	Contact Person	Phone Number
2.6	Previous Projects and Contacts that Qualify Entry to Develop and Implement the Project (include additional sheets if this table is necessary)							
1	Nomads' Hotel	Lead and Abertox Survey	\$10,000.00	1	June 2017	Determination of asbestos and lead presence to set the structure for renovation and/or demolition	Mica Fahrenholz	787-753-0439
2	Window Lot Coors	Inspection of Lead Cleaning	13,000.00	3	Feb 2017	Final inspection of some units after Abatement Completion	Shador Kus	787-382-3076
3	Palatine Home for Froth Corporation	Abertox and Lead Worker's Training	\$10,000.00	0.25	Aug. 2018	Licensed abertox and lead workers for abertox and lead abatement.	Clonmor Morales	787-451-7576
4	Water Authority Power Authority (WAPA), S. Thomas and S. Creek (SV)	Lead/Abertox Survey, Project Design, Air Monitoring and Substition	\$30,000.00	6	Jan-June 2017	Decommission and Demotion of detection of water Jose Sobles system		787-565-4430
5	Bianco Enterprises	Lead and Abertox Survey of Fion B Housing	\$17,000.00	1	Jul. 2016	Determination of abertox and lead presence to set the structure for O&M and/or abatement for Renovation	Enrique Nodera	787-759-8018
6	Sonia Miro Shipping	Abertox and Lead Survey	\$8,000.00	0.50	Aug. 2016	Determination of abertox and lead presence to set the structure for O&M and/or abatement for Renovation	Enrique Soboy	939-228-9798
7	Rehizer	Abertox/Lead and Lead Consulting of Sears Santa Rosa Ald	\$16,000.00	3	May-July 2018	Air monitoring and consulting services for Rehabilitation of Sears stores due to Hurricane Miro damages	Edwin Acosta	832-371-5332 510-542-1400
8	Queta Verde, St Croix Company	Lead and Abertox Survey for a Private	\$2,500.00	0.25	Mar. 2018	A plan of rehabilitation was established based on results of Mark Green survey		787-351-5228
9	St. Francis Church, St. Croix	Abertox and Lead Survey	\$4,000.00	0.25	Apr. 2018	A plan of rehabilitation was established based on results of Mark Green survey		787-351-5228
10	Veterans Affair	CFM of Veterans Affair	\$1,000.00	0.25	Jun. 2017	Supervise and evaluate abertox work performed at Veterans Affair Hospital covering 1 week vacation as per requested.	Nanna Jones	787-420-0238

Proposer's Initials:

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation
Shandor Kiss Mirador Las Casas Public Housing	shandor.kiss@santander.pr	787-777-4340	Contact for Mirador las Casas Public Housing
Jose Robles Water Authority/Power Authority Public Services	jose.robles@rgepr.com	787-565-6430	RG Engineering Representative
Ing Guillermo Toledo Toledo Engineering	gtoledo@toledoengineering.com	787-283-8787	Luis Munoz Marin Airport Engineering in charge of lead abatement

Handwritten signature/initials

4. Acknowledgement of Addenda (Not Applicable to First-Tier Subcontractors)

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

Proposer's Initials:

5. Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Proposer that:

- a) The information contained in the Proposal is true and complete,
- b) The Proposal has been duly and properly authorized for submission by the Proposer, and
- c) In its preparation and development of the Proposal, the Proposer has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Proposal from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Proposers and which might contribute to an actual or potential competitive advantage for the Proposer.

In witness thereof, the Proposer has executed this Statement of Qualifications this 9 day of October, 2018.

If Entity is an Individual:



(Signature of Individual)

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) _____
(State) _____
(Zip Code)

If Entity is a sole partnership or operates under a trade name:

(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) _____
(State) _____
(Zip Code)

Proposer's Initials: QRE

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

QRE
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If Entity is a corporation:

Best Environmental Consultants, Inc
(Printed Name of Corporation)

PO Box 560180
(Corporate Address Line 1)

(Corporate Address Line 2)

Guayanilla PR 00656-0180
(City) (State) (Zip Code)

By: *Maria Vazquez*
(Signature of Officer)

Maria Vazquez
(Printed Name of Officer)

Owner
(Title of Officer)

Attest: _____
(Secretary)

[CORPORATE SEAL]

Puerto Rico
(Jurisdiction of Incorporation)

**Statement of Qualifications
Request for Proposal
Environmental Consulting Services
Community Development Block Grant-Disaster Recovery
PR Department of Housing
CDBG-DR-RFP 2018-03**

*File
M*



Best

Environmental Consultants Inc.

**Prepared for:
Abner Hernandez
Arcadis**

**Prepared by:
Best Environmental Consultants, Inc
PO Box 560180
Guayanilla, PR
00656-0180
787-329-9690
787-213-1199
787-217-6659**

October 8, 2018

Tab 3 Company Profile

Best Environmental Consultants, Inc is a privately-owned corporation and a Training and consulting environmental division in Puerto Rico. The company in Puerto Rico was established in 2015. Although, Best Environmental Consultants has three years of incorporated, its personnel have been licensed from 7 years to 20 years and working in Puerto Rico and USVI, in public and private building environment about 20 years.

Experience



Best Environmental Consultants and the personnel have experience in the abatement process, the roles of inspecting public or private buildings and, supervising the abatement process. Also, have the experience to analyze the results obtained after the process is completed accordingly to Environmental Protection Agency and/or PREQB regulations, which is a must to maintain knowledge in regulatory limits in order to give the corresponding trainings. The personnel has vast experience in the environmental field, at the Veteran Hospital as Certified Professional Industrial Hygiene covering vacations, Coast Guard in Aguadilla, Department of Public Housing through the Santander Bank, Gas Stations, Water Authority/Power Authority at Saint Thomas and Saint Croix, USVI, among many other projects. Best Environmental Consultants has two schools, one for asbestos and one for lead to provide training for asbestos and lead disciplines and is in process of certification for RRP trainings. National Institute for Occupational Safety and Health 582 licenses are included in order to perform air monitoring for giving services.

Best Environmental Consultants submits samples to NVLAP and/or AIHA certified laboratory, and after analysis, interpretation of results and proper actions related are recommended. Since any laboratory in Puerto Rico performs asbestos analyses by Transfer Electron Microscopy in Puerto Rico, two accredited labs are used in the US, CEI labs and iATL, for the different analyses required. Samples are submitted overnight and analyzed the next day, as applicable or requested, results are received via email and Best Environmental Consultants analyzed the results obtained comparing to the newest regulatory limits established. In order to perform lead analyses to surfaces, Best Environmental Consultants has certified inspector for Lead and uses XRF to analyze, giving results at the moment the inspection is performed. For exceptions, since in Puerto Rico there are few laboratories, similar situation to TEM analysis, the samples could be sent to iATL for analyzing purposes. Almost all samples are analyzed by XRF.

SIMILAR EXPERIENCE AND PAST PERFORMANCE

Project – Water Authority/Power Authority at Saint Croix, USVI

Owner – RG Engineering

Government facility that was scheduled for demolition, out of use since 2005 approximately. Project consisted of inspecting water piping for LBP at WAPA, St Croix. Included an abatement plan, training to personnel, monitoring and supervision during abatement and clearance. LBP Abatement Project Management & Oversight, Monitoring and Lab analyses interpretation. Responsibilities included:

- 
- Providing technical support to the owner to review abatement work plan and abatement permits (LBP)
 - Design air sampling work plan
 - Give training to personnel and supervise the abatement
 - Assist and support owner in the meetings
 - Supervision and scheduling lead abatement activities and insuring compliance of waste disposal with the regulations.
 - Performance of personal and environmental air lead monitoring and dust sampling prior, during and after completion of each abated area.
 - Performing QC on all data generated from lead abatement for permit closure

Project – Water Authority/Power Authority at Saint Thomas, USVI

Owner – RG Engineering

Government facility that was scheduled for demolition, out of use since 2005 approximately. Project consisted of inspecting water piping for LBP at WAPA, St Croix. Included an abatement plan, training to personnel, monitoring and supervision during abatement and clearance. LBP Abatement Project Management & Oversight, Monitoring and Lab analyses interpretation. Responsibilities included:

- Providing technical support to the owner to review abatement work plan and abatement permits (LBP)
- Design air sampling work plan

- Give training to personnel and supervise the abatement
- Assist and support owner in the meetings
- Supervision and scheduling lead abatement activities and insuring compliance of waste disposal with the regulations.
- Performance of personal and environmental air lead monitoring and dust sampling prior, during and after completion of each abated area.
- Performing QC on all data generated from lead abatement for permit closure

Project – Sears Santa Rosa Mall, Bayamon

Owner - Northstar

Private facility that was scheduled for remodeling, an occupied facility. Project consisted of abatement of vinyl floor tiles with black mastic and thermal insulation. ACM Abatement Project, technical support, Monitoring and Lab analyses results Interpretation. Responsibilities included:

- Providing technical support to the contractor
- Assist and support owner in and evaluate specifications for the abatement contractor accordingly to local and/or federal regulations
- Performance of personal and environmental air asbestos monitoring prior, during and after completion of each abated area.
- Performing QC on data generated from asbestos abatement.

Project: National Guard

Owner: National Guard, Campamento Santiago

Federal Government facility. Occupied facility with civil and military administrative personnel. Project consisted of air monitoring during lead abatement at some Barracas reported positive for lead in the survey. Responsibilities included:

- Air monitoring as part of lead abatement and maintenance for areas identified as high priorities in the O&M program

Project: Caribe Hilton, San Juan

Owner-Family Environmental

Private own facility scheduled for remodeling. Project consists of removal of ACM and Lead. ACM/LBP Abatement Supervision & Monitoring. Responsibilities included

- Providing technical support to the Company giving coaching to the abatement contractor.
- Design air sampling work plan
- Assist and support owner with construction meetings
- Supervision of asbestos/lead abatement activities and insuring compliance of waste disposal with federal and state requirements.
- Performed personal and environmental asbestos/lead air monitoring and dust sampling prior, during and after completion of each abated area.
- Performing QC on all data generated from asbestos/lead abatement for permit closure.

Project – Veterans Affairs

Owner – Department of Veterans Affairs

State Government facility that was scheduled for demolition. CPH, covering vacations of the prior CPH. Project consists of removal of ACM. ACM Abatement Supervision & Monitoring

- Assist and support owner with construction meetings
- Supervision of asbestos abatement activities and insuring compliance with federal and state requirements.
- Performed personal and environmental asbestos air monitoring and dust sampling prior, during and after completion of each abated area.
- Performing QC on all data generated from asbestos abatement as part of permit closure documentation.

Company and Staff Certifications

Best Environmental Consultants Company Lead Certification

Certificate #25150818LF006

Expiration Date: Sept 29, 2019

Ali

Best Environmental Consultants EPA Certification

United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 25, 2023

NAT-F188698-1

Certification #

July 11, 2018

Issued On

Michelle Price

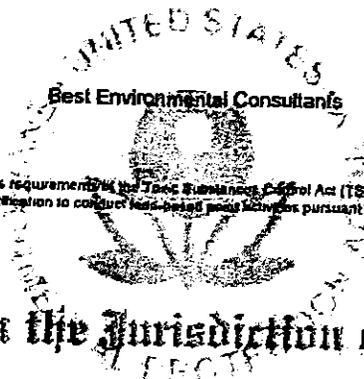
Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



United States Environmental Protection Agency

This is to certify that



has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires July 25, 2021

LBP-F188698-1

Certification #

July 11, 2018

Issued On

Michelle Price

Michelle Price, Chief

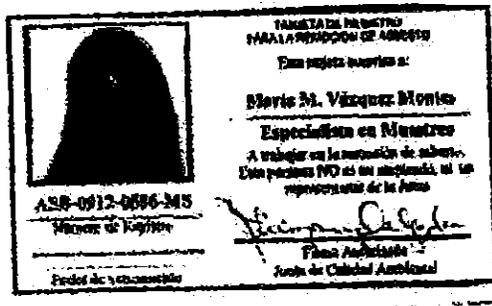
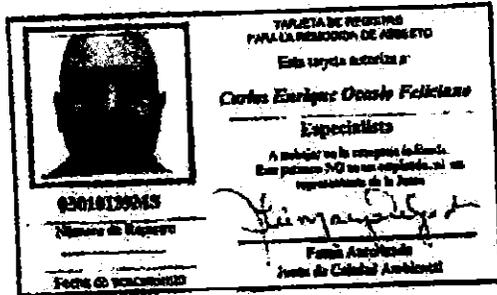
Lead, Heavy Metals, and Inorganics Branch



*JGE
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Air Monitoring (Niosh 582) Licenses by the Environmental Quality

Board of Puerto Rico

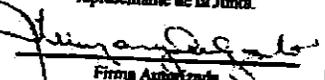


Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Asbestos Project Designer License by

The Environmental Quality Board of Puerto Rico

CE

	TARJETA DE REGISTRO PARA LA REMOCION DE ASBESTO
	Esta tarjeta autoriza a: Carlos E. Ocaso Feliciano Diseñador de Proyectos A trabajar en la remoción de asbesto en Puerto Rico. NO es un empleado, ni representante de la Junta.
ASB-1117-0569-PD Número de Registro	
2-nov-2018 Fecha de vencimiento	Firma Autorizada Junta de Calidad Ambiental

Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

**Lead Base Paint Project Designer Licenses by the Environmental Quality Board of
Puerto Rico**

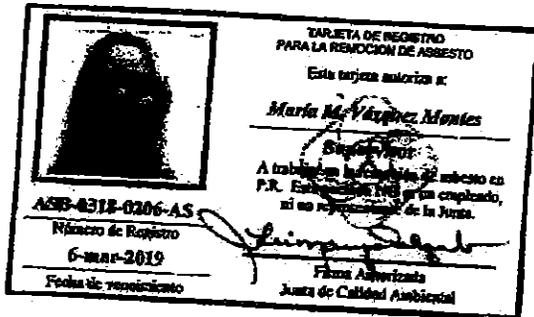
Best



Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

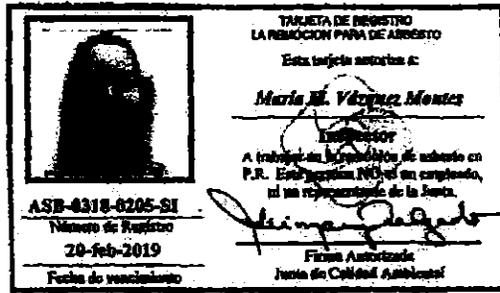
Asbestos Supervisor Licenses by the Environmental Quality Board of Puerto Rico

*Best
M*



Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Asbestos Inspector Licenses by the Environmental Quality Board of Puerto Rico

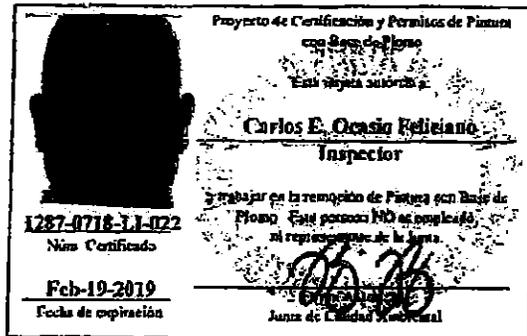
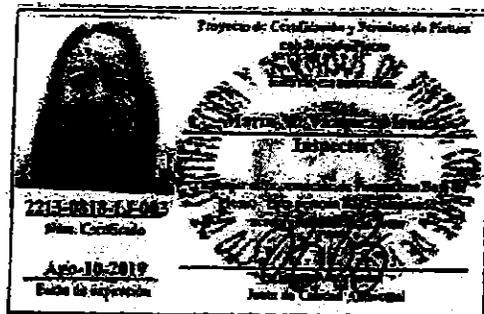


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Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Lead Base Paint Inspectors Licenses for Best Environmental Consultants, Inc.

Best



Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Lead Base Paint Risk Assessors Licenses for Best Environmental Consultants, Inc.

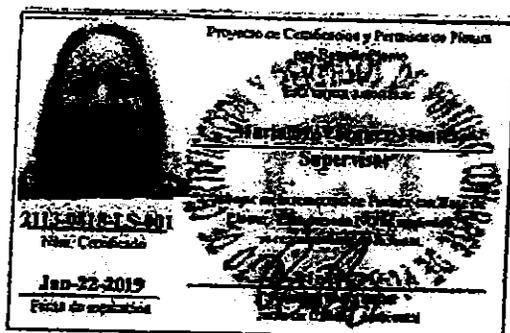
Best



Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Lead Base Paint Supervisors Licenses for Best Environmental Consultants, Inc.

Age

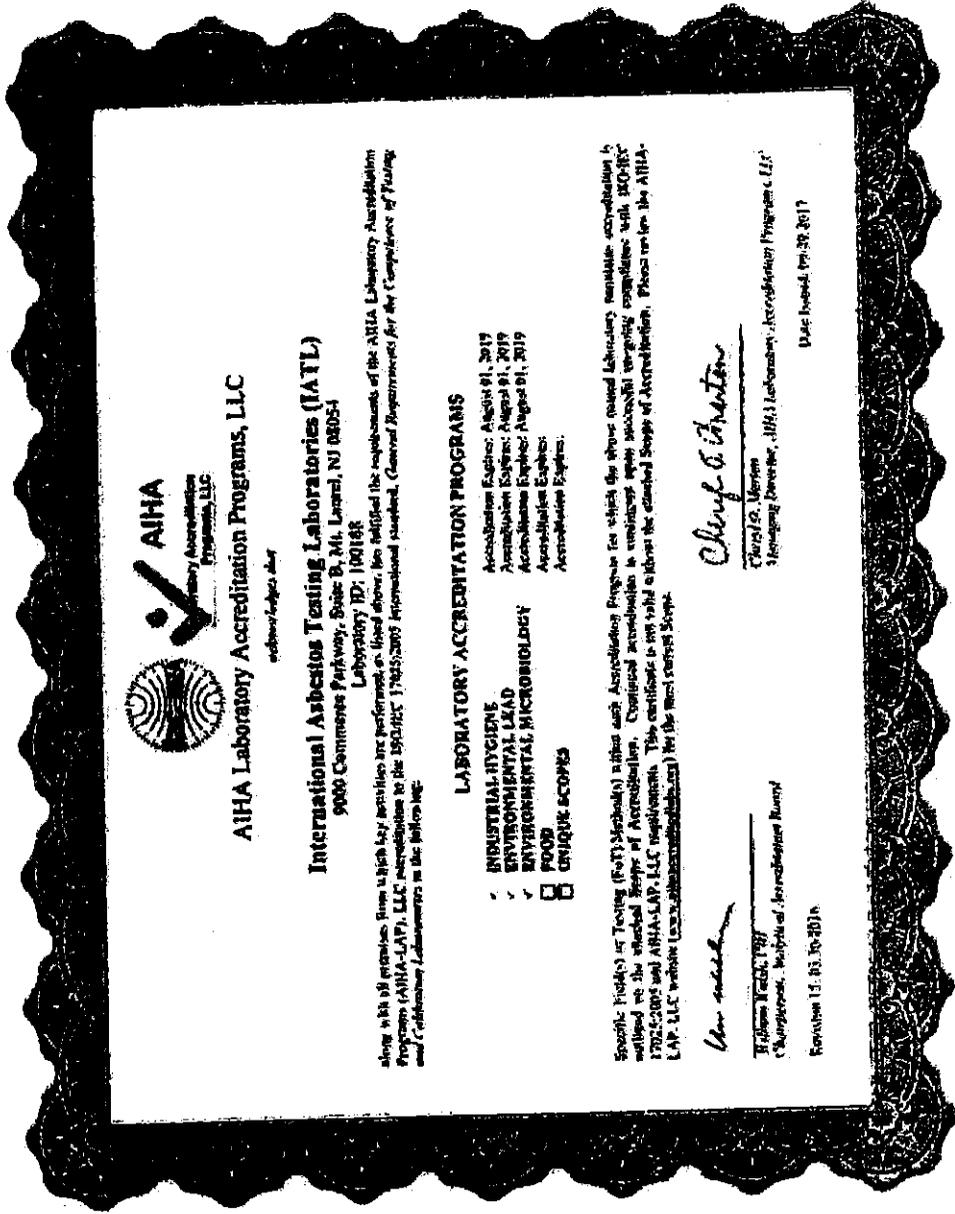


Note: The licenses above shown are exclusive for projects worked by Best Environmental Consultants, Inc. All projects are subject to EQB, OSHA and/or EPA inspections and covered by their federal and local laws.

Laboratories:

Recommended laboratories include iATL and CEILabs. Evidences of laboratory accreditations and proficiencies testing results are included.

iATL AIHA Certification



IATL NVLAP Certification

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101165-0

International Asbestos Testing Laboratories
Mt. Laurel, NJ

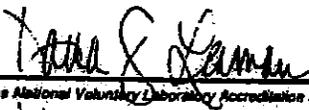
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized international Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2018-07-01 through 2019-06-30
Effective Dates




For the National Voluntary Laboratory Accreditation Program



CEI Lab AIHA Certification



AIHA Laboratory Accreditation Programs, LLC

a subsidiary of:

Eurofins CEI, Inc.

730 SE Maynard Road, Cary, NC 27511

Laboratory ID: 183025

Being a part of Eurofins CEI, Inc. all of our services are performed in full compliance with the requirements of the AIHA Laboratory Accreditation Program. AIHA-LAP, LLC, is a subsidiary of Eurofins CEI, Inc. and is not a separate entity. For more information on the AIHA-LAP, LLC, please visit our website at www.aiha-lap.com.

LABORATORY ACCREDITATION PROGRAMS

- INDUSTRIAL HYGIENE
- ENVIRONMENTAL LEAD
- ENVIRONMENTAL MICROBIOLOGY
- HODP
- UNIQUE SCOPES

- Accreditation Expires: March 31, 2019
- Accreditation Expires: March 31, 2019
- Accreditation Expires:
- Accreditation Expires:

Specific Facility or Testing Unit (Indicate) within each Accreditation Program for which the above stated laboratory activities are performed as the standard scope of Accreditation. Unlisted Accreditation is void unless accompanied with CEI Lab (183025-2019) and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please refer to the AIHA-LAP, LLC website (www.aiha-lap.com) for the most current scope.

W. Smith
W. Smith
Eurofins CEI, Inc.
183025-2019

Cheryl A. Christian
Cheryl A. Christian
Manager, Business, AIHA Laboratory Accreditation Program, LLC

Date Issued: 01/23/2019

Boyer

CEI Lab NVLAP Certification

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101768-0

Eurofins CEI, Inc.
Cary, NC

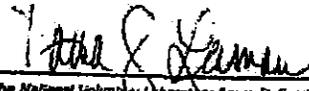
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized international Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to Joint ISO-ILAC-IAF Communiqué dated January 2009).*

2018-04-01 through 2019-03-31
Effective Dates




For the National Voluntary Laboratory Accreditation Program

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Tap 6. Key Staff Resume and Professional Information

Best Environmental Consultants personnel has about 20 years of experience in environmental monitoring, and from 7 to 20 years in asbestos and lead environmental monitoring, including commercial/residential and public buildings environments. Two certified asbestos and lead inspectors and lead risk assessors will be working the project.

Carlos Ocasio- Asbestos Inspector/Lead Inspector/Risk Assessor/Asbestos Project Designer/Lead Project Designer/NIOSH582/Asbestos Supervisor/Lead Supervisor

Maria Vazquez- Asbestos Inspector/Lead Inspector/Risk Assessor/Industrial Microbiologist /NIOSH582/Asbestos Supervisor/Lead Supervisor

Carlos Ocasio will be in charge of the project. His experience includes:

- 
- Almost 20 years of experience in asbestos and lead field
 - Performed Asbestos/Lead studies for a wide variety of building types
 - Conducted Asbestos/Lead Studies at public and private buildings.
 - Routine Lecturer for the BEC asbestos/lead inspectors, asbestos/lead project designers, asbestos/lead supervisors and HAZWOPER, Confined Spaces
 - Experienced in phases of Asbestos and Lead Related Projects, such as: Surveys, Air Monitoring, Condition and Hazard Assessment, Contract Documents, Operations and Maintenance Programs Abatement Design and Cost Estimating Response Action Recommendations, Third Party Supervision, Hazard/Risk assessments, Trainer

Resumes of Project Personnel

Maria Vazquez Montes

Environmental Scientist

15 years of combined experience in the industrial microbiology environmental monitoring field and management and about 7 years in asbestos and lead environmental analyses. Expertise includes microbiological analyses including environmental analyses of rooms, equipment analyses, tests to raw materials and finished product and, validations to British, European, Japanese and US markets. Skills include problem investigation, problem solving and prevention, equipment validations, product analyses, suspect asbestos containing building materials identification and lead inspections using XRF analyzer. Also, experience in SOP's creation, training to co-workers and compliance with requirements. Licensed in Air Monitoring, NIOSH 582, Inspector and Supervisor, for asbestos and lead and lead risk assessor.

Education

BS in Industrial Microbiology at University of Puerto Rico, Mayaguez, PR, 1997

MS in Business Administration, University of Phoenix, Guaynabo, PR, 2008

Main Technical Courses

- Air Monitoring Specialist PREQB Licensed
 - Peachtree Training, 2009
 - Investigation Training, 2003
-

Languages

Spanish/English

Fields of Competence

- Environmental Monitoring
 - Environmental Study Indoor Air Quality.
 - US, JP, BP, EP Pharmacopoeia.
 - Water, Injectable, Topical, Tablets analyses and validations
 - Developing Standard Operating Procedures.
 - Implementation of accounting database
-

Key Projects

- Accounting database creation and implementation.
 - Running of Medical Devices audits, and new stents validations.
 - Supervising GSK (Cidra I, Cidra II, Cidra III buildings) assuring QA compliance, audits during procedures.
 - Sterile Area Equipment validations.
 - Injectable products analyses validations.
 - Asbestos and Lead Environmental analyses
 - Environmental Evaluation for Bacteria and Molds
-

Asbestos and Lead Monitoring

- Old facilities at Hotel Empress Amapola #2, Amapola #4 at Isla Verde; Andrews Residence, Condado; Hatillo Cash & Carry; Old Sizzler, Hato Rey; Behar Residence, SJ; S. Miguel Apartments, Mayaguez; Seaview 1126 and Seaview 1127, Condado, PR; Diputacion Provincial, Old SJ; Osvaldo Rivera Residence, Utuado; Indira Hernandez Residence, Puerto Nuevo; Old Mazda Dealer, SJ; Four Houses at Parkside, Guaynabo; Antonio Martorell House, Ponce; Helvetia Project Carolina, Northstar training, Pathstone training, RG training

Carlos E. Ocasio Feliciano

Environmental Scientist

Over 18 years combined experience in environmental consulting and management. Expertise includes Environmental Surveys and microbial and fungi survey for building sick syndrome. Trainer for asbestos, lead, mold, respiratory protection, hazmat. Environmental monitoring.

Licensed in Project Designer New York State and Puerto Rico, Supervisor, Inspector, Worker and Monitoring Specialty. Licensed in Lead Supervisor, Inspector, and Worker. Environmental manager for Environmental Hygiene department on Altol Environmental Services, Inc. Director of the Altol Training Center Accredited for Environmental Quality Board. Co-Owner of Best Environmental Consultants.

Education

Draftman IBC Ponce P.R.

Main Technical Courses

- Project Designer, NAETI New Jersey, PREQB Licensed
- Lead Base Paint Project Designer, Old Dominion Environmental Services, Virginia, PREQB Licensed
- Lead Base Paint Inspector PREQB Licensed
- Asbestos Supervisor, PREQB Licensed
- Asbestos Inspector PREQB Licensed
- Asbestos Project designer New York State Licensed, PREQB Licensed
- Certified Microbial Remediation NAETI
- Air Monitoring Specialist PREQB Licensed
- HAZWOPER Trainer certified by California State University Dominguez Hills campus.
- Trainer of Altol Training Center, Certified by PREQB.

Languages

Spanish/English

Fields of Competence

- Monitoring Asbestos and Lead
- Inspection in building Asbestos, Mold and Lead
- Environmental Study Indoor Air Quality
- Project Designer
- Management
- Environmental Permitting
- Environmental Emergency Response

Key Projects

- EPA CERCLA Project Battery Recycling Arecibo
- Head Start Abatement Project 13 structures Ponce P.R. (Abatement Supervisor/Inspector).
- Ralph Dechabert Public Housing Project, St Croix VI

Air Monitoring:

- Santa Catalina Public Housing Yauco P.R, Agustín Stahl Public Housing, Agnadilla P.R., Los Alamos Public Housing, Guaynabo P.R., Manuel A. Perez Public Housing, San Juan P.R., Manuel Rossi Public Housing, San German P.R., Rafael Hernandez Public Housing, Mayaguez P.R., Cuartel General Building, Hato Rey P.R. (Lead Survey), Water Authority, Power Authority (WAPA) St Thomas VI, Lead Air Monitoring/Lead Survey. (2015), Water Authority, Power Authority (WAPA) St Croix VI, Lead Air Monitoring/Lead Survey. (2015), Ralph Dechabert Public Housing, Christiansted St Croix VI (Supervision and air monitoring, ongoing project), Puma Energy St Croix airport Jet A tank farm, lead abatement (ongoing project 2015), Old facilities at Hotel Empress Amapola #2, Amapola #4 at Isla Verde; Andrews Residence, Condado; Hatillo Cash & Carry; Old Sizzler, Hato Rey; Behar Residence, SJ; S. Miguel Apartments, Mayaguez; Seaview 1126 and Seaview 1127, Condado, PR; Diputacion Provincial, Old SJ; Osvaldo Rivera Residence, Utuado; Indira Hernandez Residence, Puerto Nuevo; Old Mazda Dealer, SJ; Four Houses at Parkside, Guaynabo; Antonio Martorell House, Ponce

Tab 7. Services and Work Approach

Scope of services is as follows:

7.1 Asbestos Containing Materials Inspection

Per scope of work, activities included are:

Asbestos Containing Materials inspection as per NESHAP, performed by PR-EQB licensed Asbestos Inspectors and/or Risk Assessors.

Notify any SACBM when the inspection is performed.

Take samples and submit for analyses using method EPA/600/R-93/116, for bulk sample evaluation.

Evaluate laboratory results, as applicable.

7.2 Lead Inspection

Evaluate all components for lead base paint presence.

Provide daily summary with photos of any positive for LBP component.

Weekly reports of the raw data will be submitted for reference (due to possible distance implied to reach the subject of inspection).

The inspection will be performed as per HUD Protocol.

Photos of positive components will be sent for reference.

7.3 Proposed staff and recommended laboratories to be used in the project

Best Environmental Consultants has the following personnel:

Carlos Ocasio

Asbestos Project Designer, Lead Project Designer, Monitor (NIOSH582), Asbestos and Lead Supervisor, Asbestos and Lead Inspector, Lead Risk Assessor, OSHA40 hr, Project manager, Results interpretation

Maria Vazquez

Monitor (NIOSH582), Asbestos and Lead Supervisor, Asbestos and Lead Inspector, Lead Risk Assessor, Industrial microbiologist, Lab Coordinator.

7.4 Inspection Parameters to be used the project

Inspection Parameters

Asbestos Positive Results: 1% or more

7.5 Quantity of structures projected to be inspected

Two to four houses will be inspected depending on distance between them.

A daily summary of positive LBP components and SABCN will be sent via mail.

Page 11



PHILADELPHIA PA 19255

In reply refer to: 0241239228
July 28, 2016 LTR 147C 0
66-0839126 000000 00
Input Op: 0241239228 00005850
BODC: SB

BEST ENVIRONMENTAL CONSULTANTS INC
% MARIA VAZQUEZ PRES
PO BOX 560180
GUAYANILLA PR 00656-0180

30876

Employer identification number: 66-0839126

Boye

Gmail

Best Environmental Consultants <bestenvironmentalconsultants@gmail.com>

ACTION REQUIRED: Your SAM Registration for Best Environmental Consultants, Inc. / 080222559 / TXEVO Expires in 30 days on November 09, 2018

samadmin@sam.gov <samadmin@sam.gov>
To: bestenvironmentalconsultants@gmail.com
Cc: bestenvironmentalconsultants@gmail.com

Wed, Oct 10, 2018 at 12:55 AM

This email was sent by an automated administrator. Please do not reply to this message.

Dear MARIA VAZQUEZ,

Your entity registration in the System for Award Management (SAM) will expire soon. To be eligible for Federal awards, you must have an active SAM registration. It is your responsibility to keep your SAM registration current. If you have existing awards with the Government, you must renew your SAM registration annually to ensure continued payments.

SAM is an official website of the U.S. Government. There is NO FEE to register or maintain your SAM registration.



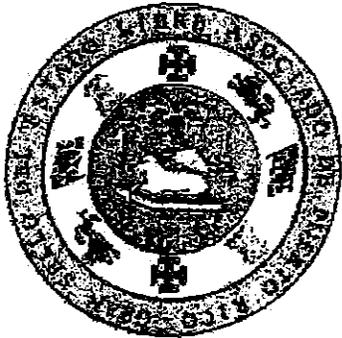


Gobierno de Puerto Rico

CERTIFICADO DE CUMPLIMIENTO ("GOOD STANDING")

Yo, **LUIS G. RIVERA MARÍN**, Secretario de Estado del Gobierno de Puerto Rico,

CERTIFICO: Que, **BEST ENVIRONMENTAL CONSULTANTS INC.**, registro número 352832, una corporación doméstica con fines de lucro organizada bajo las leyes de Puerto Rico el 23 de abril de 2015, ha cumplido con la radicación de sus Informes Anuales.



EN TESTIMONIO DE LO CUAL, firmo el presente y hago estampar en él el Gran Sello del Gobierno de Puerto Rico, en la ciudad de San Juan, Puerto Rico, hoy, 02 de abril de 2018.

LUIS G. RIVERA MARÍN
Secretario de Estado

Para validar este certificado acceda a:

<http://estado.pr.gov/>

Este certificado podrá ser validado un número ilimitado de veces antes de la fecha de expiración 02-abr-2019.

Número de Validación del Certificado: 243136-59916993

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Estado Libre Asociado de Puerto Rico
DEPARTAMENTO DE ESTADO
San Juan, Puerto Rico

CERTIFICADO DE ENMIENDA

Yo, **VÍCTOR A. SUÁREZ MELÉNDEZ**, Secretario de Estado del Estado Libre Asociado de Puerto Rico,

CERTIFICO: Que el 23 de mayo de 2016 a las 07:43 p.m., "ADVANCE ENVIRONMENTAL SERVICES INC.", registro número 352832, efectuó la siguiente transacción:

Nombre Corporativo

Anterior

Actual

ADVANCE ENVIRONMENTAL SERVICES
INC.

BEST ENVIRONMENTAL CONSULTANTS
INC.



EN TESTIMONIO DE LO CUAL, firmo el presente y hago estampar en él el Gran Sello del Estado Libre Asociado de Puerto Rico, en la ciudad de San Juan, Puerto Rico, hoy, 23 de mayo de 2016.

VÍCTOR A. SUÁREZ MELÉNDEZ
Secretario de Estado



CERTIFICADO DE REGISTRO DE COMERCIANTE

Nombre Localidad:

BEST ENVIRONMENTAL CONSULTANTS INC
CARR 378 KM 1 B0 MACANA DEL RIO
GUAYANILLA PR 00656

Nombre Legal:

BEST ENVIRONMENTAL CONSULTANTS INC
CARR 378 KM 1 BO MACANA DEL RIO
GUAYANILLA PR 00656

0632118-0015

AGENTE RETENEDOR

Fecha de Emisión:

02-nov-2016

Fecha de Expiración:

30-jun-2019

Tipo de Certificado: Comerciante

Código NAICS:

54162

Actividad Comercial:

Servicios de Consultoría en Medio Ambiente

Certifico que este comerciante está inscrito en el Registro de Comerciantes del Departamento de Hacienda.

Secretario Auxillar de Rentas Internas

Este Certificado no es transferible y el mismo deberá exhibirse en todo momento en un lugar visible al público en la localidad indicada.



L0164228096



GOBIERNO DE PUERTO RICO

Departamento de Hacienda

MODELO SC 2756
REV. 01 DIC 2013
SC07116
10-07-2018 15:22:46

Secretaría de Rentas Internas
Negociado de Servicio al Contribuyente

CONTROL: 17B-SJ-0420499
NUM DE CUENTA: XXXX09126

BEST ENVIRONMENTAL CONSULTANTS INC

PO BOX 560180
GUAYANILLA PR 00656

CERTIFICADO DE RELEVO TOTAL DE LA RETENCION EN EL ORIGEN SOBRE PAGOS POR SERVICIOS PRESTADOS POR CORPORACIONES Y SOCIEDADES

DE ACUERDO A LO ESTABLECIDO EN LA SECCION 1062.03(9) DEL CODIGO DE RENTAS INTERNAS DEL 2011, SEGUN ENMERADO Y CONFORME A LOS REQUISITOS ESTABLECIDOS EN DICHA SECCION, SE LE CONCEDE ESTE CERTIFICADO DE RELEVO TOTAL DE RETENCION SOBRE PAGOS POR SERVICIOS PRESTADOS EN PUERTO RICO. ESTE RELEVO ESTARA EN VIGOR CON RESPECTO A LOS PAGOS EFECTUADOS DURANTE EL AÑO NATURAL 2018.

DEBERA ENTREGAR COPIA DE ESTE CERTIFICADO DE RELEVO TOTAL A TODA PERSONA RESPONSABLE DE EFECTUAR LA RETENCION SOBRE PAGOS POR SERVICIOS PRESTADOS.

SI LAS CONDICIONES BAJO LAS QUE SE EMITE ESTE CERTIFICADO NO APLICAN A SU CASO, FAVOR DE IGNORAR EL MISMO.

PARA ACLARAR CUALQUIER DUDA U OBTENER INFORMACION SOBRE ESTE PARTICULAR, PUEDE COMUNICARSE AL (787) 721-9090.

ESTE RELEVO NO LO EXIME DEL PAGO DE CUALQUIER DEUDA CONTRIBUTIVA.

EXPIRO EL: 10-07-2018

SECRETARIO APLICATIVO SU REPRESENTANTE AUTORIZADO
AREA DE RENTAS INTERNAS



VENCE EL 31 DE DICIEMBRE DEL 2018

Edificio Intendente Ramírez 19 Paseo Condado • PO Box 9024140 San Juan, PR 00902-4140

Puerto Rico SBDC

U.S. Small Business Administration - Counseling Information Form

Contact Information

Center - Customer: 8-50352

Client Name MRS. MARIA M. VÁZQUEZ MONTES	Primary Phone (787) 217-6659	Office Use: Lead Cash: netorres <input type="checkbox"/> No Mailings <input type="checkbox"/> No E-Mails <input type="checkbox"/> No Public Release (to private 3rd parties if they request)
Position Title (Owner, Manager, etc.) PRESIDENT	Secondary Phone (787) 213-1199	
Business Name (leave blank if none) BEST ENVIRONMENTAL CONSULTANTS, INC	Fax	
Address PO BOX 660180	E-Mail Address bestenvironmentalconsultants@gmail.com	
City, State & Zip GUAYANILLA, PR 656-180	Web Site & Business Description ENVIRONMENTAL SERVICES	
<input checked="" type="checkbox"/> USA		

Customer Information

Race <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Native American	<input type="checkbox"/> Hawaiian/Pacific Islander <input checked="" type="checkbox"/> White	Ethnicity <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic	Gender <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Veteran Non-Veteran	Military Status Not Military
Disability <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Business Information

[Signature] If you are the lead representative of your business concern/venture, please provide the following information about your business:

Business Status In Business C	Type of Business Professional, Scientific, and Technical Services	Check any that apply: <input type="checkbox"/> On-Line Business is Conducted <input type="checkbox"/> Business is Home Based <input type="checkbox"/> 8(a) Certified <input type="checkbox"/> SBA Borrower <input type="checkbox"/> SBA Applicant <input type="checkbox"/> Surety Bonded <input type="checkbox"/> COC Holder <input type="checkbox"/> Import/Exporter <input type="checkbox"/> MBE Certified <input type="checkbox"/> HubZone Certified <input type="checkbox"/> Not a Small Business <input type="checkbox"/> Federal SDB <input type="checkbox"/> Service Disabled Vet <input type="checkbox"/> Misc 9 <input type="checkbox"/> Misc 10 <input checked="" type="checkbox"/> Contracting Potential
Emp. cycles Full Time: 1 Part Time: 1	Female Ownership Percent (0 - 100%) 100 Business Start Date: 09/01/2015	
Annual Sales \$ 116,050 Annual Profit/Loss \$ 0	Legal Entity Corporation	
<input type="checkbox"/> Exporting Export Employees: \$ Export Sales: \$	NAICS (if known) 541380 DUNS 0	

Disclaimer & Signature

I request business counseling service from the Small Business Administration (SBA) or an SBA Resource Partner. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA services.

I permit SBA or its agent the use of my name and address for SBA surveys and information mailings regarding SBA products and services Yes

I understand that any information disclosed will be held in strict confidence. (SBA will not provide your personal information to commercial entities.) I authorize SBA to furnish relevant information to the assigned management counselor(s). I further understand that the counselor(s) agrees not to: 1) recommend goods or services from sources in which he/she has an interest, and 2) accept fees or commissions developing from this counseling relationship. In consideration of the counselor(s) furnishing management or technical assistance, I waive all claims against SBA personnel, and that of its Resource Partners and host organizations, arising from this assistance. I self-certify that neither I nor my company are currently in suspension or debarment by a Federal Agency.

Sign Here: *[Signature]* Date: 03/27/2018

Entered by lacosta on 3/31/2016 10:54:05 AM



GOVERNMENT OF PUERTO RICO

Department of Housing

**EXHIBIT A-2
QUALIFICATIONS AND WORK APPROACH PROPOSAL CHECKLIST**

**Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-03**

Submitted Proposals shall incorporate the following documents in the order provided, the forms included as part of the RFP must be completed and incorporated as part of the Proposal. The PRDOH reserves the right to reject any Proposal that does not fully satisfy these requirements. Proposer shall mark its initials in the space provided below to indicate its compliance with the Checklist's requirements. **If applicable, the Proposer shall submit for First-Tier Subcontractors those items indicated as applicable with a checkmark below.**

Company Submitting is:

Proposer

First-Tier Subcontractor

Tab	Initials	First-Tier Sub. Applicability	Document Description
			Company Cover Page
			Proposal is bound into a single document using plastic comb or metal ring binders at the left margin of the page
			One (1) original of the Proposal Three (3) physical copy of the Proposal One (1) electronic copy of the Proposal One (1) redacted copy of the Proposal (if applicable)
1	EM	✓	Exhibit A-2: Qualifications and Work Approach Proposal Checklist
2	EM	✓	Exhibit C: Statement of Qualifications
3	EM	✓	Company's Profile
4		✓	Organizational Chart
5		✓	Availability Chart N/A

EM

Tab	Initials	First-Tier Sub. Applicability	Document Description
6			Key Staff Résumé and Professional Information
7			Work Approach
8			First-Tier Subcontractor Information (if applicable)

Edwin Ayala

Proposer's Signature

10-8-2018

Date

Engineering Solution Firm, Corp. - Edwin A. Ayala
Proposer's Printed Name

Edwin Ayala



GOVERNMENT OF PUERTO RICO
Department of Housing

Proposer's Initials: EA

EXHIBIT C
STATEMENT OF QUALIFICATIONS
 Request for Proposals
 Environmental Consulting Services
 Community Development Block Grant - Disaster Recovery
 Puerto Rico Department of Housing
 CDBG-DR-RFP-2018-03

Each Proposer and First-Tier Subcontractor, if applicable, shall submit a completed Statement of Qualifications Form. For First-Tier Subcontractors, only those items not explicitly identified as "Not Applicable to First-Tier Subcontractors" shall be completed. Proposer must complete all items.

1. Entity Data:

1.1. Proposer's / First-Tier Subcontractor's Identification:

Engineering Solution Firm, Corp 05/2004 [REDACTED]
 (Legal Name) (Year of Establishment) (Tax ID)

First-Tier Subcontractor

 (D-U-N-S Number)

1.2. The following named person is hereby authorized to bind the Entity in matters related to the Contract:

Edwin A. Ayala Ramirez President
 (Name) (Position)

1.3. Physical Address:

359 Ave. San Claudio
 (Address Line 1)

Suite 300B
 (Address Line 2)

San Juan PR 00926
 (City) (State) (Zip Code)

1.4. Mailing Address:

PMB 332 PO Box 4960
 (Address Line 1)

 (Address Line 2)

Caguas PR 00726
 (City) (State) (Zip Code)

1.5. Contact Information:

787-6915086 7879035128 eayala@esfpr.com
 (Telephone Number) (Facsimile Number) (Email Address)

1.6. The Entity is a(n):

Individual Partnership Other (Specify) _____

Corporation Joint Venture

1.7. If a corporation, indicate all that apply:

Publicly Held Privately Held Subsidiary

EA

Proposer's Initials: 

1.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Proposer.

Name	Telephone	Email	Officer	Director	Member	Partner
Edwin A. Ayala	7876914440	eayala@esfpr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maggie Contreras	7876337727	maggie@esfpr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah A. Rodriguez	78769144438	debbie@esfpr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Briefly describe the involvement of the officers, directors, members, and any partners for the project. (Not Applicable to First-Tier Subcontractors)



2. Capacity to Provide Services:

- 2.1. **Brief History of the Firm:** Attach to this Statement of Qualifications the company's profile. See Tab _
- 2.2. **Organizational Chart:** Attach to this Statement of Qualifications the Organizational Chart for the Services. See Tab _
- 2.3. **Availability Chart:** Attach to this Statement of Qualifications the Availability Chart for the Services. See Tab _
- 2.4. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, EPA sanctions and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date?

No

Yes (See Attachment ____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcement agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of Qualifications. Also include an opinion from an attorney discussing whether the Proposer's work will be impacted by the litigation.

[Remainder of the Page Left Blank Intentionally]

Proposer's Initials: EA

3.2. **References:** Provide at least three (3) separate references and contact information of past or current clients, preferably public entities.

Name	Email	Phone Number	Relation
Brenda Torano	brenda.torano@pum aenergy.com	787-600-5943	EHS Manager
Emilio Pedraza	pedraza_ortiz_emilio@ lilly.com	787-231-1723	Project Manager
Michael Dorón	mikedoron@me.com	787-487-9200	Project Manager
Estrella Santiago	esantiago@martinpen a.org	787-689-1558	Project Manager

4. Acknowledgement of Addenda (Not Applicable to First-Tier Subcontractors)

4.1. The Proposer hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued

EA

Proposer's Initials: EM

If Entity is a partnership or joint venture:

(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a corporation:

Engineering Solution Firm, Corp.
(Printed Name of Corporation)

PMB 332 PO Box 4960
(Corporate Address Line 1)

(Corporate Address Line 2)

Caguas PR 00726
(City) (State) (Zip Code)

By: [Signature]
(Signature of Officer)

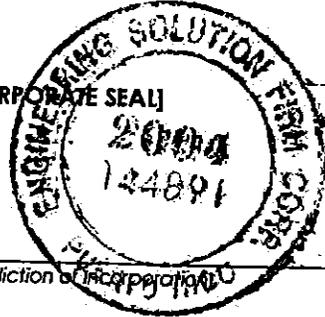
Edwin A. Ayala Ramirez
(Printed Name of Officer)

president
(Title of Officer)

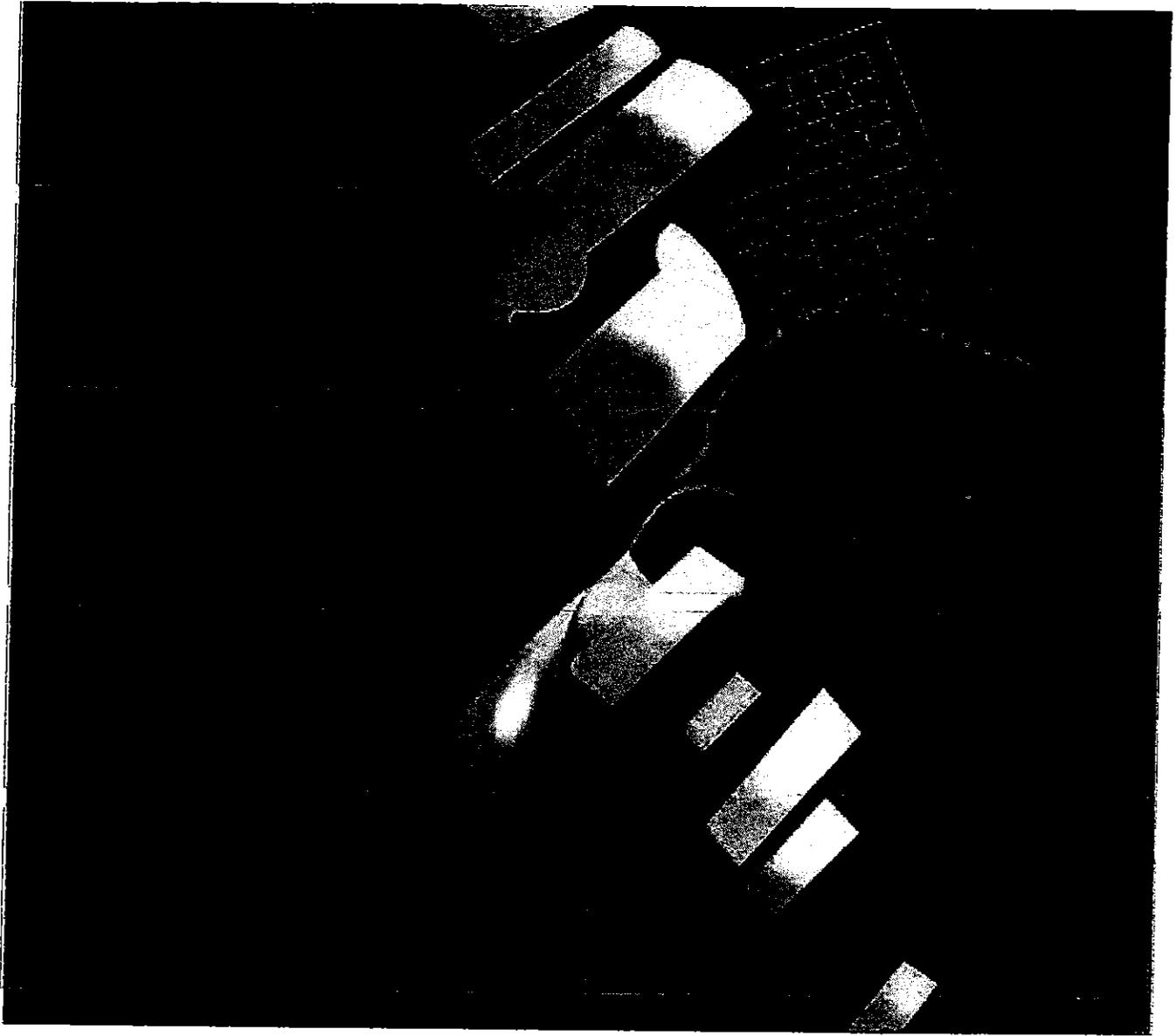
Attest: [Signature]
(Secretary)

[Handwritten initials]

[CORPORATE SEAL]



(Jurisdiction of Incorporation)



E.A.

Engineering Solution Firm

ENVIRONMENTAL AND
ENGINEERING SERVICES

Eng. Edwin A. Ayala, PE

Engineering Solution Firm, Corp.

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ENGINEERING SOLUTIONS FIRM

ENGINEERING SOLUTIONS FIRM is a group of engineers & consultants established since 2004 in San Juan, Puerto Rico. We have built an excellent reputation by providing engineering services and design solutions which reflect our deep commitment to executing well-planned, sustainable alternatives for our communities. Our firm has a history of pioneering exceptional service on a range of complex projects, and we are a leader in project management, inspections, permitting and planning. Our ability to integrate the aesthetic, environmental, technical, political, and economic considerations of a project into high-quality, successful products is reflected in the consistent acclaim for our firm's work.

Whether you are a municipality, an industry, or a private developer, the need for engineering services are necessary for a well planned infrastructure system. Code analysis, sustainable design, site and utilities work, to street improvements, industrial and commercial developments, Engineering Solutions Firm thrives on challenge, insists on quality, and builds value for our client in every project. There is always a better, more efficient on budget and on time way to do each project, and finding that way is our priority.

At Engineering Solutions Firm we value great planning and solid engineering, but what sets us apart in the consulting community is our dedication to developing environmentally responsible infrastructure.

Our planning begins with specific site research to assess environmental constraints and opportunities, and our process encourages the active participation of all parties involved, including clients, planners, public agencies, and the local population.

GENERAL INFORMATION

Name: Engineering Solution Firm
(ESF)
Principal consultant: Edwin A. Ayala P.E.
Mailing address: PMB 332 P.O. Box 4960 Caguas
P.R. 00726-4960
Phone number: 787-691-4440
Fax number: 787- 903-5128
Email: eayala@esfpr.com



Engineering Solution Firm, Corp.

SUMMARY OF INSURANCE

Professional Liability Insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

General Liability coverage of at least \$1,000,000 personal and advertising injury; \$2,000,000 product-completed operations, \$2,000,000 general aggregate, \$50,000 fire damage liability, \$5,000 medical expenses.

Auto Liability of \$1,000,000 combined single limit.

Excess/Umbrella Liability of \$1,000,000 per occurrence, and \$1,000,000 general aggregate.

*Boe
M*

Engineering Solution Firm, Corp.

SERVICES PROVIDED BY ESF

Environmental Documents

- Environmental Assessment
- Environmental Assessment (Phase I) and Phase II
- Asbestos and Lead Based Paint Surveys

Environmental Quality Board (JCA)

- Emission Permit (Emergency Generator, Boilers or Fugitive)
- Control and Sedimentation Plan (CES) and inspections
- SWWPP (Storm water and Pollution Prevention Plan)
- DS-3 (Solid Waste Generator Permit)
- DS-2 (Solid Waste Treatment Permit)
- DS-1 (Solid Waste Transport Permit)
- Used Oil Permit -CRAU
- SPCC Plan
- UIC Construction and Operation Permit (Pozos Sépticos)
- UIC Closing (UIC) (Pozos Sépticos)
- Closing and installation of Under Storage Tanks (UST)
- UST Registration

DRNA

- Simple Extraction Permit
- Incidental Permit
- Rule 25 (Reforestation Permit)
- HH Studies

OGPE

Design and Construction and Renovation Permits
Demolition Permit
Use Permit
Sign and Billboard Permit and Marbetes Renewal
Urbanization Permit
Preliminary Development
Anteproyecto Permit
Construction Management and Inspector

PRINCIPAL RESOURCES

Edwin A. Ayala, PE, PhD Candidate, President

More than ten years of experience with the academic and environmental field knowing about regulatory compliance including Soil, Air, and Water System. At ESF-Puerto Rico, works with the Air Services Group providing different air related consulting services such as: Air permits application review, emission models calculation, and support to the pharmaceutical MACT standards and RMP. As well, preparing compliance plans (SWWPP, Emergency, CES and etc...) and permits to comply with federal, state, and local environmental regulations in air, soil and water system. Knowledge of Clean Water Act, Clean Air Act, SARA 313, RCRA, EPCRA, NPDES and CERCLA regulations.



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Estado Libre Asociado de Puerto Rico
Commonwealth of Puerto Rico
DEPARTAMENTO DE ESTADO
Department of State

Secretaría Auxiliar de Juntas Examinadoras
Office of the Assistant Secretary of State for Examining Boards

La Junta Examinadora de Ingenieros y Agrimensores
The Examining Board of Engineers and Surveyors

*por la presente certifica que
hereby certifies that*

Edwin A Ayala Ramirez

por haber cumplido todos los requisitos de Ley, ha sido inscrito
en el Registro de esta Junta como
having met all the requirements of law, has been registered as:

Ingeniero Licenciado
Licensed Engineer

En testimonio del cual se expide esta licencia para el ejercicio de dicha profesión bajo el sello de la Junta.
In testimony whereof, this license is issued to practice as a professional, under the seal of the Board of Examiners.

En San Juan, Puerto Rico, efectivo el 12 de noviembre de 2013.
In San Juan, Puerto Rico, effective on November 12, 2013.

Licencia Número: **16316**
Certificate Number:

Vencimiento: **11 de noviembre de 2018**
Expires: November 11, 2018

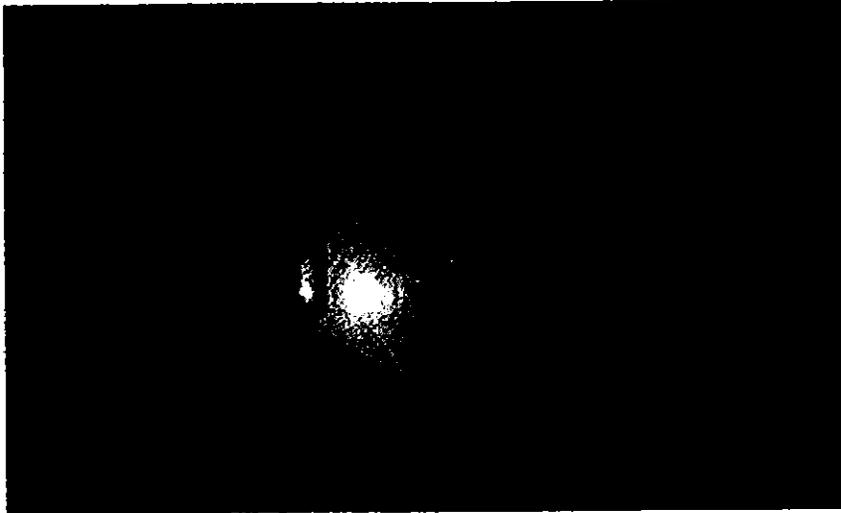


[Signature]
Presidente
Board President
[Signature]
Secretario Auxiliar
Auxiliary Secretary

*Renovado
28/Oct/2013*

ENGINEERING SOLUTION FIRM ID

ENGINEERING SOLUTION FIRM ID

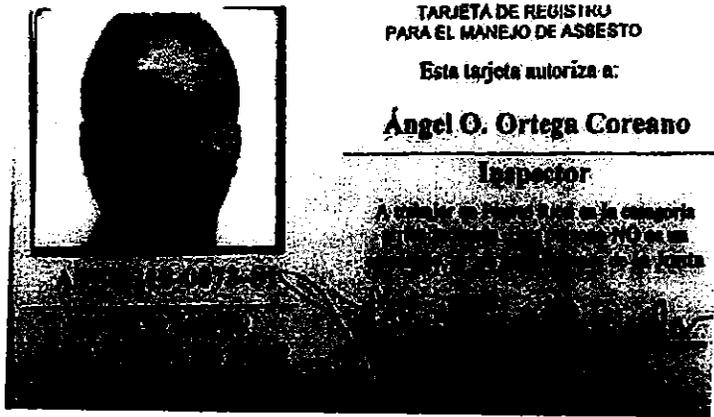


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Proyecto de Certificación y Permisos de Pintura
con Plomo

3263-1217-1-007
Nota Certificado

Nov-19-2018
Fecha de expiración



Ángel O. Ortega Coreano



TARJETA DE REGISTRO
PARA LA REMOCION DE ASBESTO

Esta tarjeta autoriza a:

Angel O. Ortega Corcuno
Especialista

A trabajar en la remoción de asbestos.
Esta persona NO es un empleado, ni un representante de la Junta



Primera Autorizada
Junta de Control Ambiental



ASB-0804-0451-MS

Número de Registro

Fecha de vencimiento





ATTACHMENT 2
SCOPE OF SERVICES
Request for Proposals
Environmental Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-03
(Revised for Addendum No. 2)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure environmental services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select the Environmental Consulting Firm(s) that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR funded programs, with special focus on the Single-Family Rehabilitation, Reconstruction, or Relocation Program.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR action plans; and (iii) to contract for Environmental Consulting Services as result of the selection of qualified Proposers or the cancellation of this RFP.

2. CDBG-DR Housing Programs

PRDOH has structured recovery programs for first-wave implementation that meet the immediate housing needs of the most vulnerable populations on the island by emphasizing housing programs that serve low-to-moderate income households and prioritize elderly persons age 65 and above. Through these programs, home repair and reconstruction will begin in earnest in a way that does not perpetuate building in high risk areas.

A brief description of the CDBG-DR Single-Family Repair, Reconstruction, or Relocation Program and its objectives follows:

2.1. Single-Family Repair, Reconstruction, or Relocation Program

Provides funding to repair damaged homes or rebuild substantially damaged homes in place in non-hazard areas. Reconstruction activity returns otherwise displaced families to their homes in their same community. Homes become eligible for reconstruction when the property estimated cost of repair exceeds the lesser of \$48,000 or 50% of the current value (as confirmed through program inspection), or if a feasibility inspection determines that reconstruction is required. Homes that may not be rebuilt in place due to legal, engineering or environmental constraints (permitting, extraordinary site conditions, etc.) will not be reconstructed and the homeowner will be provided relocation options. Homes with existing damage equal to or less than the lesser of \$48,000 or 50% of the current value will be rehabilitated to achieve standards and compliance with applicable building codes. For additional details of the Program refer to the Action Plan. The Program has the following objectives:

- Return displace homeowners
- Reconstruct housing to higher resilience standard
- Revitalize weak and aging housing stocks
- Moving households out of unsafe conditions

To streamline the environmental review process and prevent duplication of efforts the Program will use a tiered approach for environmental compliance. The tiered approach has two (2) parts: the broad scale environmental review that focuses on a targeted geographic area (the Tier 1), and the unspecified site review (the exact physical location of the project not presently known) (the Tier 2). The Tier 1 review will be performed by means of another contract (not the one herein procured). The Proposer will be required to complete the Tier 2 reviews. The Tier 2 review will include specific written strategies for addressing the environmental effects that can only be determined when specific sites become known (i.e. site acceptability criteria and standards-including mitigation measures, historic preservation, airport clear zones, explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals, or gases). There must be written documentation of compliance before funds are committed to specific sites. If any project deviates from the tiered review (and the approved site-specific compliance strategies), then separate environmental reviews must be prepared for those projects.

3. Staff, Services and Tasks

This section details the environmental tasks that the Selected Proposer must perform in order to support PRDOH in the CDBG-DR Programs, including, but not limited to, the Single-Family Rehabilitation, Reconstruction, or Relocation Program. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of work presented is based upon circumstances existing at the time the RFP is release. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. All tasks must be performed and completed by the Proposers in accordance with all federal and state laws and regulations, whichever is more restrictive.

3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under an Environmental Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.1.1. Staff Experience and Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any Environmental Services required or work on the CDBG-DR Programs, including, but not limited to, the Housing Programs. The Proposer's

organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

4. Environmental Tasks

The following are the tasks that shall be performed by the Selected Proposer(s):

4.1. Task: Environmental Review

The specific services of the Proposer required under this task include, but are not limited to, initiating meetings with PRDOH staff and any project partners. For each project, Proposer will conduct environmental reviews (including required publication of notices) on an as-needed basis in accordance with the required level of clearance. Environmental reviews must, at a minimum, comply with the requirements of the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), the National Environmental Policy Act (including implementing regulations at 40 CFR 1500 and 24 CFR 58), the Environmental Public Policy Act of Puerto Rico, as amended (Law Num. 416-2004), and the Puerto Rico Permit Process Reform, as amended (Law Num. 161-2009) along with any other local environmental review requirements. For each project, the Proposer will create an Environmental Review Record ("ERR") meeting the above legal requirements and documenting PRDOH's review and compliance with the related federal authorities listed in 24 CFR 58.

For each project, the Proposer will assess the feasibility of the proposed project in relation to the required level of environmental review and make a recommendation to PRDOH as to the appropriate level of review (e.g. Environmental Impact Statement, Environmental Assessment, Categorically Excluded, etc.). The Proposer will be responsible for coordinating with the project sponsor and the oversight/regulatory agencies to assure compliance documentation is obtained for each ERR.

This task requires the Proposer to have the capability to evaluate potential environmental impacts of proposed activities in the following substantive areas: land use, zoning, and public policy; socioeconomic conditions (including population, housing stock and economic activities such as business and employment); community facilities and services (e.g., public schools, hospitals and fire and police protection); open space (e.g., land designated for leisure, or land set aside for the protection and/or enhancement of the natural environment); shadows; historic resources (including historic districts, buildings, structures, sites, and objects); urban design and visual resources; natural resources; hazardous materials assessment; infrastructure (e.g. water supply, wastewater, sanitation, energy, roadways, bridges and public transportation); solid waste and sanitation services; energy; transportation, including traffic and parking, transit and pedestrians; air quality; greenhouse gas emissions; noise (mobile, stationary and construction noise assessment); public health; neighborhood character; environmental justice; construction impacts; and alternatives to the proposed activities.

The following activities are included in this task, as may be required by PRDOH on a project by-project basis:

- Maintain contact list of governmental and non-governmental stakeholders.

- Mail, email and otherwise distribute legal notices to interested stakeholders.
- Arrange for publication of legal notices in newspapers to reach members of the public likely to have an interest in the proposed project.
- Assist PRDOH in summarizing comments and preparing responses to comments as necessary.
- Create and coordinate summary reports to update PRDOH on each project's status and compliance on environmental review requirements.
- Perform any other duty that relates to 24 CFR Part 58, HUD Environmental Reviews and Puerto Rico's Environmental Laws and regulations [Puerto Rico Environmental Quality Board (JCA for its Spanish Acronym) and Puerto Rico Department of Environmental and Natural Resources (DRNA for its Spanish Acronym)] and other environmental requirements.

4.2. Task: Environmental Surveys and Assessments

The specific services of the Proposer required under this task include but are not limited to the completion of environmental site assessments.

- Perform hazardous materials environmental site assessments ("ESAs") and prepare hazardous waste remediation plans.
- Perform a record review to obtain and review records that will help identify recognized environmental conditions in connection with the property.
- Perform field observations and testing to determine if a project site is contaminated from past or present on-site and/or off-site activities, including, at a minimum, undertaking Phase I consistent with applicable American Society for the Testing of Material protocols.
- Where contamination is present, identify the appropriate mitigation measure, the contaminant of concern and the location of the contamination.
- The proposer is responsible to notify the PRDOH of any other requirement, studies, reviews and/or assessment related to this task.

4.3. Task: Environmental Testing

The specific services of the Proposer under this task include the performance of inspections and risk assessments for asbestos, radon and lead-based paint in accordance federal and state regulatory standards. The Proposer, laboratories, and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the EPA, JCA, DRNA, HUD, PRDOH, and federal and Puerto Rico's Environmental Laws and regulations.

4.3.1. Subtask A: Asbestos Inspection and Testing

Proposer is expected to be fully familiar with Puerto Rico's regulations, as well as related federal regulations such as, but not limited to, 40 CFR Part 763 (Asbestos Containing Material in Schools), 40 CFR Part 1926.1101 (Construction) and 40 CFR Part 61 (Subpart M) (Hazardous Air Emissions), as may be applicable. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA. Deliverable will be furnished within 10 business days of "on-site" completion.

4.3.2. Subtask B: Lead-Based Paint Inspection and Testing

All lead-based paint testing will be performed by an EPA Certified Lead-based Paint Activities Firm utilizing an EPA Certified Lead based Paint Inspector or Risk Assessor in compliance with 24 CFR Part 35. The Proposer and the Lead based Paint Inspector or Risk Assessor must be certified by the Environmental Quality Board (JCA

for its Spanish Acronym). Deliverable will be furnished within 10 business days of "on-site" completion. The Proposer and personnel that will be performing the testing, reviews and/or assessments must possess all certifications required by the JCA.

4.3.3. Subtask C: Radon Testing

All radon testing must follow the protocols set by the American Association of Radon Scientists and Technologists, Protocol for Conducting Measurements of Radon and Radon Decay Products in Homes (ANSI-AARST MAH-2014). Testing must be performed under the supervision of a Radon Professional certified by the American Association of Radon Scientists and Technologists National Radon Safety Board and with a certification/license from the state. Deliverables will be furnished within 10 business days of "on-site" completion.

4.4. Specialized Services on Standby

The environmental review process may require the Selected Proposer to sub-contract specialized services. In that event, the Proposer must submit a list of the specialized services to be sub-contracted among those listed below. The information should include a brief information about the services contained within, name of the resource or subcontractor, résumé or professional information and rate per hour.

Whenever a specialized service will be used, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services to be subcontracted. An allowance would be included in the contract for these specialized services available on as-needed basis, after the RFA is approved by PRDOH. Since the costs for specialized service will be paid from an allowance, if needed and after approval, the Proposer shall not include any amount for specialized services in its Cost Proposal in response to this RFP.

The following services, but not limited to, are considered specialized (this is not an all-inclusive list):

4.4.1. Wetland Evaluations and Delineations

The proposer must provide information and costs regarding the specialized services that may be included as wetland evaluations and delineations.

4.4.2. Phase II Environmental Site Assessment

The proposer must provide information and costs regarding the specialized services that may be included as Phase II ESA.

4.4.3. Historical and Archaeological Studies

The proposer must provide information and costs regarding the specialized services that may be included as historical and archaeological studies. Such services may include, but are not limited to, performing historical and archaeological surveys necessary to assure PRDOH's compliance with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR 800, in compliance with Programmatic Agreements between PRDOH and SHPO, as needed. The personnel that will be performing the Historical and Archaeological studies must meet the National Park Service's Secretary of the Interior's (SOI) Preservation Professional Qualifications Standards.

4.4.4. Other Specialized Environmental Services

The proposer must provide information and costs regarding the specialized services that may be included as other specialized environmental services.

5. Key Deliverables

The key deliverables to be provided include, but are not limited to, the following:

5.1. Environmental Review

- As applicable, Certificates of Exempt Activity in accordance with 24 CFR 58.34; Certificates of Categorical Exclusion in accordance with 24 CFR § 58.35; Certificates of Compliance with legal authorities in 24 CFR §§ 58.5 and 58.6; Environmental Assessments; Tiered Environmental Assessments; EIS Scopes of Work; Environmental Impact Statements; and Tier II checklists in a format required by PRDOH. Each such deliverable must include a concise rationale documenting environmental findings and supporting the proposed determinations.
- Proof of publication of all necessary public notices published in the official journal as required by 24 CFR Part 58. This includes proof of Notice of Intent / Request for Release of Funds for each program and assistance in obtaining Authorization to Use Grant Funds from HUD.
- Assist PRDOH in all matters related to HUD Environmental Review Online System (HEROS). This includes submit, upload and/or post information and/or documentation related to environmental services.

5.2. Environmental Surveys and Assessment

- Preparation and submittal of Phase I ESA Reports in accordance with ASTM Standard E 1527-13; preliminary exposure assessments; and a recommended scope of work for a Phase II ESA, when applicable.
- Any other related deliverable requested and produced in the course of the contract to effectuate the services outlined in the RFP.

Proposer(s), for the most part, will be required for complete Tier 2 reviews. Proposer will be given access to the Tier 1 reviews required. Activities are expected to fall under the Tiered Site-Specific level of review (Tier 2). Tier 2 review deliverables will be furnished within 10 business days of "on-site" completion. Additional time may be awarded to the Proposer for complex cases.

Cases outside the Site-Specific Tier 2 level of review will be will be approved by the PRDOH on a case-by-case basis under Specialized Services.

The Proposer shall be responsible for completing, at a minimum, the activities outlined in this Scope of Services. The Selected Proposer shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH Secretary.

Compensation Schedule

Environmental Consulting Services
Arcadis Caribe, PSC

Per Unit Tasks

Task	Quantity	Unit Price	Total Cost
Site-Specific Tier 2 Environmental Review	3,000	\$625.00	\$1,875,000.00
Asbestos Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Lead-Based Paint Inspection and Testing	3,000	\$595.00	\$1,785,000.00
Sub-Total			\$5,445,000.00
Allowance for Specialized Services			\$2,000,000.00
Allowance for Dissemination			\$100,000.00
Total			\$7,545,000.00

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
Archeologist	\$95.00
Wetland Specialist	\$95.00
Biological Expert	\$95.00
Floodplain Specialist	\$95.00
GIS Specialist	\$85.00



GOVERNMENT OF PUERTO RICO
Department of Housing

*DV-OSPA-78-5

ATTACHMENT 5
OSPA
Request for Proposals
Environmental Consulting Firms
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

DEPARTAMENTO DE LA VIVIENDA
SECRETARIA AUXILIAR PARA ASUNTOS LEGALES
SECCIÓN DE SEGUROS

CONDICIONES ESPECIALES SOBRE SEGUROS Y/O FIANZAS

CONTRATO DE SERVICIOS PROFESIONALES

NÚMERO DE LICITACIÓN: _____

ATENCIÓN A TODOS LOS LICITADORES Y SUS CORREDORES DE SEGUROS

A. Invitación a Licitador Condiciones Especiales de Seguros y Fianzas

Antes de comenzar su trabajo o de recibir una notificación para proceder con el mismo, o que se le permita comenzar a trabajar, el licitador agraciado debe someter a la **Autoridad de Vivienda Local*** (*Departamento de la Vivienda de Puerto Rico y Administración de Vivienda Pública*) según sea el caso, en adelante la "AVL" en original o dos (2) copias certificadas de las pólizas de seguros y/o fianzas mencionadas a continuación, incluyendo todos los endosos y acuerdos según convenidos y requeridos bajo estas condiciones contractuales especiales, conforme a la siguiente lista de cotejo bajo los artículos marcados con una (X):

(X) 1. PÓLIZA DE SEGURO DE COMPENSACIÓN LABORAL DEL FONDO DEL SEGURO DEL ESTADO

Conforme a la Ley de Compensaciones por Accidentes del Trabajo Núm. 45, para facilitar su adquisición, la "AVL" le proveerá al licitador exitoso una carta dirigida al Fondo del Seguro del Estado.

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(X) 2. RESPONSABILIDAD GENERAL COMERCIAL

CUBIERTAS		LIMITES
I.	Commercial General Liability:	\$1,000,000.00
	• General Agregate	\$2,000,000.00
	• Products & Complete Operations	\$1,000,000.00
	• Personal Injury & Advertising	\$1,000,000.00
	• Each Occurrence	\$1,000,000.00
	• Fire Damage	\$100,000.00 (Any one Fire)
	• Medical Expense	\$10,000 (Any one person)
II.	Employer's Liability Stop Gap:	
	• Bodily Injury by Accident Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
	• Bodily Injury by Disease Each Employee	\$1,000,000.00
	Each Accident	\$1,000,000.00
III.	Personal Property under care, custody and control:	\$1,000,000.00
IV.	Garage Liability and Garage Keepers – Legal Liability Forms	\$1,000,000.00 (occ.agg)

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() e. OTRO: _____

(X) 3. CUBIERTA DE CRIME:

CUBIERTAS REQUERIDAS	
V.	Employee Dishonesty:
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
VI.	Forgery & Alteration Form:
	• Limit - \$250,000 Per Occurrence
	• Deductible \$2,500 Per Occurrence
VII.	Theft, Dissappearance & Destruction (Inside/Outside):
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence
VIII.	Computer Fraud:
	• Limit \$100,000 Per Occurrence
	• Deductible \$1,000 Per Occurrence

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4. **RESPONSABILIDAD COMPRENSIVA DE AUTOMÓVIL COMERCIAL**

LÍMITES
<ul style="list-style-type: none">• Auto Liability - \$500,000.00• Physical Damages - \$500,000.00• Medical Payments - \$5,000.00
La cubierta de Auto Comercial debe aplicarse a los siguientes símbolos:
<ul style="list-style-type: none">• Liability Coverage -1• Physical Damages - 2 and 8• Hired - Borrowed Auto - 8• Non-Owned Auto Liability - 9

e. OTRO: _____

 5. **POLIZA PROFESSIONAL LIABILITY**

a. Riesgo, interés, localización y límites

i. Descripción del trabajo a realizarse

ii. LÍMITES:

Cada reclamación U.S. \$5,000,000.00
Agregado U.S. \$1,000,000.00
Deducible U.S. \$ 5,000.00

iii. Certificación de que el contrato de seguros ha sido otorgado como cubierta de líneas e excedentes con arreglo al Código de Seguros del E.L.A.

e. OTRO: _____

6. **UMBRELLA**

Limite - \$10,000,000.00

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(X) **7. LAS POLIZAS A OBTENERSE DEBERAN CONTENER LOS SIGUIENTES ENDOSOS INCLUYENDO COMO ASEGURADOS ADICIONALES AL "AVL" Y AL GOBIERNO 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. 90 Days Cancellation Clause

B. EVIDENCIA DE COBERTURA DE SEGURO DE CADA SUB-CONTRATISTA A SOMETERSE POR EL LICITADOR AGRACIADO COMO CONTRATISTA PRINCIPAL:

El licitador agraciado como Contratista Principal tiene el deber, de exigir de cada uno de los sub-contratistas o sub-sub-contratistas, mantengan vigentes todas las pólizas de seguros y/o fianzas necesarias para cubrir su participación individual en el riesgo o riesgos relacionados con el trabajo sub-contratado o el servicio a prestarse.

Por lo tanto, recalcamos, que antes de comenzar a trabajar o de recibir una notificación escrita de proceder con dicho trabajo o de que se le autorice a comenzar el trabajo, el licitador agraciado como Contratista Principal tiene la responsabilidad de proveerle a la "AVL" evidencia a los efectos de que todos los seguros y/o fianzas requeridos bajo las condiciones especiales o requeridos bajo el sub-contrato a cada uno de los sub-contratistas o sub-sub-contratistas, están vigentes y debidamente aprobados por la Sección de Seguros de la "AVL".

Todas las pólizas de seguros se mantendrán vigentes durante el periodo contractual completo, de modo que con cualquier enmienda que resulte en la alteración de la fecha original de terminación del proyecto o de su costo total original, el Contratista principal tomara las medidas necesarias para solicitar del asegurador que incluya dichos cambios en todas las pólizas de seguros y/o fianzas relacionadas y someter evidencia mediante los endosos apropiados con las fechas de vigencia. Las cancelaciones sin consentimiento no son aceptadas.

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La "AVL" reserva el derecho de parar cualquier trabajo o servicio bajo control hasta que la infracción a estos requisitos se haya subsanado, de modo que cualquier retraso en el cumplimiento del contrato basado en cualquier incumplimiento con los requisitos de cobertura del seguro se considerara de la exclusiva responsabilidad del Contratista Principal.

- C. Las compañías aseguradoras al emitir las pólizas y las fianzas deben estar autorizada para hacer negocios en Puerto Rico, tener una sólida reputación económica estar clasificadas como "A" por el "Best Key Rating Guide" y/o ser aceptadas por la agencia contratante a través de la Sección de Seguros.
- D. El contratista antes de comenzar los trabajos, o de recibir comunicación escrita para proceder, o que le sea permitido empezar a trabajar deberá someter a la agencia contratante para revisión, aprobación y certificación por la Sección de Seguros, original o copia certificada de cada una de las pólizas y/o fianzas mencionadas incluyendo todos los endosos y acuerdos según lo requerido y acordado bajo las Condiciones Contractuales Especiales de Seguros según se describe en este anejo.

E. **CERTIFICACION**

Por todo lo cual, certificamos, que según nuestro mejor conocimiento y a nuestro mejor entender, hemos preparado las "Condiciones Especiales de Seguros y Fianzas" mencionadas anteriormente, luego de la evaluación adecuada de los riesgos relacionados, en base a la información sobre la naturaleza y la descripción del proyecto que nos fue sometida a petición del Programa Contratante mediante solicitud escrita.

NÚMERO DE LICITACIÓN:

DESCRIPCIÓN COMPLETA DEL SERVICIO:

Environmental Consulting Firms

Sept 6-18
FECHA



Arlyn Rodríguez Fuentes
Sección de Seguros
Secretaría para Asuntos Legales
arodriguez@vivienda.pr.gov
(787) 274-2527 x6311

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED



Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available

thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and



- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal

- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the

CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

 Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this

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Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.



**25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)**

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will

forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

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- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
 - 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
 - 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING
(Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the

bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

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- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate

action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

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30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES



If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

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39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).

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