



Estado Libre Asociado de Puerto Rico  
Commonwealth of Puerto Rico  
**OFICINA DEL CONTRALOR**  
Office of the Comptroller  
San Juan, Puerto Rico

22302019-00007515443

**CERTIFICACION**  
CERTIFICATION  
SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO  
REGARDING THE EXECUTION OF CONTRACTS, DEEDS AND OTHER RELATED DOCUMENT

[1] Número de Entidad: 2230  
Entity Code

[2] Número del Contrato: 2019-000075  
Contract Number

[3] Renovación Automática: No es Renovación Automática  
Automatic Renewal

[4] Fecha de Otorgamiento: 20 de febrero de 2019  
Date of execution

[5] Fecha de Renovación: No es Renovación Automática  
Date of Renewal

[6] Cuantía: 0.00  
Amount

[7] Partidas Presupuestarias: n/a  
Budgetary Accounts

[8] Código por Categoría y Tipo de Servicio: 17 - ACUERDOS FINANCIEROS Y NO FINANCIEROS | 17.0011 - ACUERDOS COLABORATIVOS  
Category code and Type of Service

[9] ¿Es un contrato de privatización? (Ley 136-2003): NO  
Is a privatization contract? (Act 136-2003)

[10] Código de Exento: 0-No Exento  
Exempt Code

[11] Dispensa (Autorización de algún organismo del Gobierno):  
Waiver (Authorization from another government entity)

[12] Vigencia desde: 20 de febrero de 2019 hasta: 20 de febrero de 2030  
Effective date from:, to:

[13] Vigencia de la Renovación desde: No es Renovación Automática hasta: No es Renovación Automática  
Renewal effective date from:, to:

[14] Número de Seguro Social o Identificación Patronal: 63-0288896  
Social Security or Identification Number

[15] Contratista(s): DEPARTMENT OF THE ARMY  
Contractor

[16] Representante de la Entidad: TANIA VAZQUEZ RIVERA  
Entity Representative

La presente certificación es en cumplimiento con Carta Circular promulgada por el Contralor de Puerto Rico. Esta no debe ser remitida a la Oficina del Contralor y debe archivarse en el expediente del Contrato.  
(This certification is in compliance with the instructions issued by the Comptroller of Puerto Rico. This document should not be remitted to the Office of the Comptroller, and must be filed with the contract).

El suscribiente certifica haber otorgado hoy el contrato descrito en este documento y está de acuerdo con la información provista.  
The undersigned, certifies that the contract described in this document was executed on this date and agrees with the above information.

[17] En (ciudad): SAN JUAN  
In (city)

,Puerto Rico , hoy 20 de febrero de 2019  
,Puerto Rico , today

[18] Firma del Funcionario Principal de la Entidad:  
Signature of the Chief Officer of the Entity:

Firma (Signature)

TANIA VAZQUEZ RIVERA  
Letra de molde (print)

Esta Certificación no constituye evidencia de que este contrato fue remitido a la Oficina del Contralor de Puerto Rico. Para asegurarse de que el contrato fue remitido a nuestra oficina deberá imprimir la Certificación de Envío de Contratos, Escrituras y Documentos Relacionados el cual contiene la fecha y número de envío. Para conseguir este documento, deberá seleccionar en el menú consultas y a su vez la búsqueda por envío.

\*Presione para ver instrucciones (\*Press to see instructions of this form)

Registro # 2019-00075  
Registro # 20-2-19

AMENDMENT NUMBER 1  
TO THE  
PROJECT COOPERATION AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES  
OF THE COMMONWEALTH OF PUERTO RICO  
FOR CONSTRUCTION OF THE  
RIO PUERTO NUEVO  
FLOOD CONTROL PROJECT

This Amendment Number 1 is entered into this 20 day of February, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the Jacksonville District and the Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico (hereinafter the "Local Sponsor"), represented by the Secretary.

WITNESSETH, THAT:

WHEREAS, construction of the Rio Puerto Nuevo Flood Control Project at San Juan, Puerto Rico was authorized by Section 401(a) of the Water Resources Development Act of 1986, Public Law 99-662;

WHEREAS, the Government and the Local Sponsor entered into a Project Cooperation Agreement on March 10, 1994 (hereinafter referred to as the "Agreement") for construction of the Rio Puerto Nuevo Flood Control Project (hereinafter the "Project", as defined in Article I.a. of the Agreement);

WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), which specifies the cost-sharing requirements applicable to the Project, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter "BBA 2018"), authorizes the Government to complete construction of the Project at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose; and

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used for completing construction of the Project.

NOW, THEREFORE, the Government and the Local Sponsor agree to amend the Agreement as follows:

1. Insert after the third WHEREAS clause the following:

“WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), which specifies the cost-sharing requirements applicable to the Project, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter “BBA 2018”), authorizes the Government to complete construction of the Project at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose;”

2. Insert as the last Article the following:

“ARTICLE XXI – COMPLETION OF CONSTRUCTION OF THE PROJECT USING FUNDING PROVIDED IN BBA 2018

Notwithstanding any other provisions of this Agreement, the Government and Local Sponsor agree to the following terms and conditions for completion of construction of the Project to the extent BBA 2018 funds are available and used for such purpose:

a. As of the effective date of Amendment Number 1 to this Agreement, the amount of available BBA 2018 funds is estimated at \$1,552,453,000. Any costs funded with BBA 2018 funds shall not be included in the calculation of total project costs for cost-sharing purposes.

b. The Local Sponsor remains responsible for providing the lands, easements, and rights-of-way, and performing all relocations, and making improvements to lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required to complete construction of the Project.

1. For lands, easements, and rights-of-way acquired from private owners after the effective date of Amendment Number 1 to this Agreement, the Government shall reimburse the Local Sponsor, subject to the availability of BBA 2018 funds, for costs it incurs in acquiring such lands, easements, and rights-of-way, except as provided in Article XXI.h. The crediting procedures in Article IV.a. will be used to determine the costs, documented to the satisfaction of the Government, that are eligible for reimbursement. If requested by the Local Sponsor, the Government, in its sole discretion, may agree to acquire any lands, easements, or rights-of-way on the Local Sponsor’s behalf, using BBA 2018 funds.

2. Any publicly owned lands, easements, and rights-of-way required for completing construction of the Project will be provided by the Local Sponsor at no cost to the Government and without credit or reimbursement, except as provided in Article XXI.h.

3. For relocations performed after the effective date of Amendment Number 1 to this Agreement, the Government shall reimburse the Local Sponsor, subject to the availability of BBA 2018 funds, for costs it incurs in performing such relocations, except as provided in Article XXI.h. The crediting procedures in Article IV.b. will be used to determine the costs, documented to the satisfaction of to the Government, that are eligible for reimbursement. If requested by the Local Sponsor, the Government, in its sole discretion, may agree to perform any relocations on the Local Sponsor’s behalf, using BBA 2018 funds.

4. For improvements to lands, easements, and rights-of-way to enable the disposal of dredged or excavated material made after the effect date of Amendment Number 1 to this Agreement, the Government shall reimburse the Local Sponsor, subject to the availability of BBA 2018 funds, for costs it incurs in making such improvements, documented to the satisfaction of the Government, except as provided in Article XXI.h. If requested by the Local Sponsor, the Government, in its sole discretion, may agree to make any improvements on the Local Sponsor's behalf, using BBA 2018 funds.

c. Subject to the availability of BBA 2018 funds, the Government shall reimburse the Local Sponsor for costs, documented to the satisfaction of the Government, that the Local Sponsor incurs, after the effective date of Amendment Number 1 to this Agreement, for investigations for hazardous substances conducted pursuant to Article XVII.a.

d. The provisions of Article XX regarding the Section 902 project cost limits do not apply to the funds provided in BBA 2018 that are used for completing construction of the Project.

e. In the event that there are insufficient BBA 2018 funds to complete construction of the Project, such completion shall be subject to cost-sharing as otherwise provided for in this Agreement.

f. Nothing in this Article affects the responsibility of the Local Sponsor for operation, maintenance, repair, replacement, and rehabilitation of the Project as provided in Article VIII and for indemnification as provided in Article IX.

g. Except as provided in Article XXI.c., nothing in this Article affects the responsibilities of the parties regarding hazardous substances as provided in Article XVII.

h. As soon as practicable, the Government shall perform an interim accounting of work that has or will be completed with other than BBA 2018 funds on a cost-shared basis and furnish the Local Sponsor with the results of such interim accounting.

1. If the Government determines that the Local Sponsor has not met its minimum required cash contribution for the cost-shared work, the Local Sponsor shall provide funds in the amount necessary to meet the required minimum cash contribution.

2. If the Government determines that the Local Sponsor owes an additional amount to meet the required minimum non-Federal share of the cost-shared work, the amount owed by the Local Sponsor may be reduced by the estimated value of publicly owned lands, easements, and rights-of-way that the Local Sponsor must provide after the date of Amendment Number 1 to this Agreement.

3. If the Government determines the estimated value of publicly owned lands, easements, and rights-of-way that the Local Sponsor must provide after the date of Amendment Number 1 to this Agreement is less than the additional amount necessary to meet the required minimum non-Federal share of the cost-shared work, the Local Sponsor shall either provide the

required amount in cash or elect to waive reimbursement of the required amount for privately owned lands, easements, and rights-of-way, relocations, and improvements to enable the disposal of dredged or excavated material to be acquired, provided, or made after the date of Amendment Number 1 to this Agreement.

4. The determinations made as a result of the interim accounting shall be verified during the final accounting. The crediting procedures in Article IV.a. shall be used to verify the value of any publicly owned lands, easements, and rights-of-way used to reduce the amount owed by the Local Sponsor for the cost-shared work.”

3. All other terms and conditions of this Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 which shall become effective upon the date it is signed by the District Commander for the Jacksonville District.

DEPARTMENT OF THE ARMY

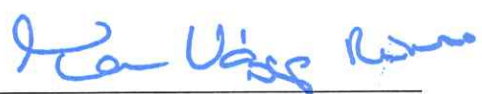
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES

BY:



Andrew D. Kelly, Jr.  
Colonel, U.S. Army  
District Commander

BY:



Honorable Tania Vázquez Rivera  
Secretary

DATE:

February 20, 2019

630-28-8896

DATE:

February 12, 2019

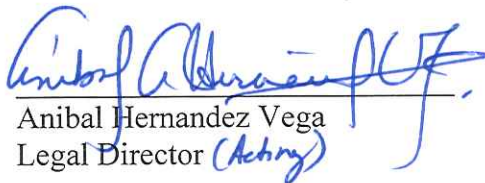
660-43-3481

CERTIFICATE OF AUTHORITY

I, Anibal Hernandez Vega, do hereby certify that I am the principal legal officer of the Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico, that the Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment Number 1 to the Agreement between the Department of the Army and the Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico in connection with the Rio Puerto Nuevo Flood Control Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of the Amendment, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed the Amendment on behalf of the Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

12<sup>th</sup> day of February 2019.

  
Anibal Hernandez Vega  
Legal Director *(Acting)*

## CERTIFICATION REGARDING LOBBYING

The undersigned 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 undersigned, 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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.

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. 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.



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Honorable Tania Vázquez Rivera  
Secretary  
Department of Natural and Environmental Resources  
of the Commonwealth of Puerto Rico

DATE: February 12, 2019