

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

AMENDMENT B

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

AMENDMENT B TO THE AGREEMENT
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
TORRES-ROSA CONSULTING ENGINEERS, PSC
Contract Number 2020-DR0033
As amended by Contract Number 2020-DR0033A



RR
RR

WRR
WRR

THIS **AMENDMENT B TO THE AGREEMENT FOR ARCHITECTURAL ENGINEERING SERVICES** (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 3 day of December, 2021, 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 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act, with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and the **TORRES-ROSA CONSULTING ENGINEERS, PSC** (hereinafter the "**CONTRACTOR**"), with principal offices at #26 Carr. 169 Km 7.2 Barrio Camarones, Guaynabo, Puerto Rico 00969, herein represented by Rafael Rosa Castro, in his capacity as President, of legal age, married, and resident of Caguas, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the Parties").

RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on December 6, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0033, for the performance of architectural engineering services in connection with the CDBG-DR Program (the "**Agreement**").

WHEREAS, the Parties agreed that PRDOH would pay the Contractor for allowable Architectural Engineering Services performed during the term of the Agreement a maximum amount not to exceed **TWO HUNDRED AND FORTY THREE THOUSAND SIX HUNDRED DOLLARS (\$243,600.00)** from **Account Number: R01A01ADM-DOH-NA 4190-10-000**, for a period of **twelve (12) months**, ending on **December 5, 2020**.

WHEREAS, the Agreement was amended on December 4, 2020, through Amendment A, registered as Contract Number 2020-DR0033A, to extend the term of the Agreement for an additional twelve (12) months to December 5, 2021. Neither the amount, account, nor specifications of the original Attachments were modified in Amendment A.

WHEREAS, the Parties wish to amend the Agreement, to extend the term of the Agreement for an additional twelve (12) months to December 5, 2022, and become subject to the terms of the Agreement, as amended, and this Amendment B. (See **Attachment I**)

WHEREAS, this Amendment B also conforms the Agreement to Federal, state, and local regulations and status.

WHEREAS, this Amendment B is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this Amendment B.

WHEREAS, by signing this Amendment B, the CONTRACTOR assures PRDOH that CONTRACTOR shall comply with all the requirements described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the document, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

RR
RR

I. AMENDMENTS

- A. The Parties agree to amend **Article II. TERM OF AGREEMENT, Section A** to extend the Term of the Agreement as follows:

WRR
WRR

*A. This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of the original Agreement was for a performance period of **twelve (12) months**, ending on December 5, 2020. Through Amendment A, registered as Contract No. 2020-DR0033A, the Parties agreed to extend the period of the performance for a period of **twelve (12) months** starting on December 6, 2020 and ending on December 5, 2021. The Parties hereby agree to extend the period of performance for an additional period of performance of **twelve (12) months**, starting on December 6, 2021 and ending on December 5, 2022.*

- B. The Parties wish to amend PRDOH's information on **Article XX. NOTICES** as follows:

To: PRDOH William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

- C. **The Parties** agree to amend **Article XXVII. SECTION 3 CLAUSE** to add a new **paragraph I** as follows:

- I. The Contractor agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.*

D. The Parties agree to replace **Article XLIII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** with the following:

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to

RR
RR

WRR
WRR

the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

- E. All other terms and conditions of the Agreement, as amended by Amendment B, remain unchanged.
- F. Each party represents that the person executing this Amendment B has the necessary legal authority to do so on behalf of the respective party.

II. HEADINGS

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

III. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

IV. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with the Agreement, as amended, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

V. OVERPAYMENT

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under the Agreement, as amended. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under the Agreement, as amended.

RR
RR

WRR
WRR

VI. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VII. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

RR
RR

WRR
WRR

VIII. COMPTROLLER REGISTRY

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

IX. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

X. SEVERABILITY

If any provision of this Amendment is held invalid, the remainder of the Amended Agreement shall not be affected thereby, and all other parts of this Amendment shall nevertheless be in full force and effect.

XI. COUNTERPARTS

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

XII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

IN WITNESS THEREOF the Parties here to executive this Amendment B in San Juan, Puerto Rico, on the first above written.

DEPARTMENT OF HOUSING

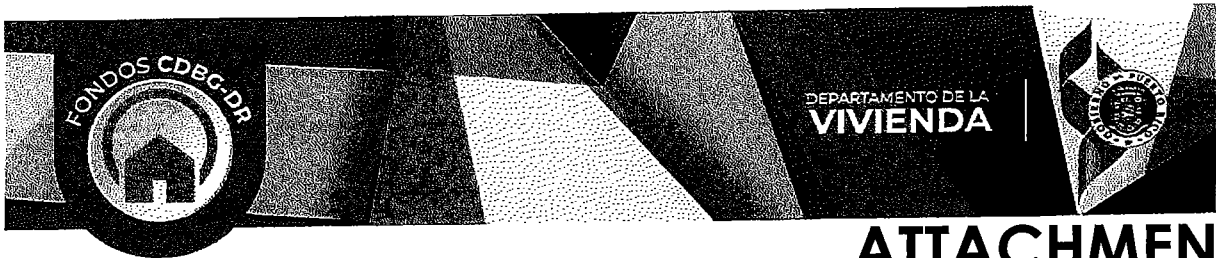
**TORRES-ROSA CONSULTING ENGINEERS,
PSC**

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Dec 3, 2021 15:58 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

Rafael Rosa
Rafael Rosa Castro
President
DUNS Number: 966763294

RR
RR

WORR
WORR



ATTACHMENT I

November 30, 2021

William Rodríguez Rodríguez, Esq.
Secretary Department of Housing

VISTO BUENO

Lcdo. William G. Rodríguez Rodríguez
Secretario

Marefzie Díaz Sánchez, Esq.
Disaster Recovery Deputy Secretary

**Re: Extension of Torres-Rosa Consulting Engineers, PSC Contract (2020-DR0033):
Architecture and Engineering Services**

RR
RR

WRR
WRR

The Operations Division is requesting an extension of the contract 2020-DR0033 between the Puerto Rico Department of Housing (PRDOH) and the Architecture and Engineering Services Company *Torres-Rosa Consulting Engineers, PSC*; whose contract expires this next December 5, 2021.

According to the Procurement Manual for the CDBG-DR Program, the Regulation No. 9075 of February 26, 2019; PRDOH can, exceptionally, modify a granted contract or purchase order. In addition, according to the Article II of the contract with *Torres-Rosa Consulting Engineers, PSC*, PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of twenty four (24) months.

The original contract executed for a twelve (12) months period on December 6, 2019 was for \$243,600.00. The contract term was extended on December 4, 2020 for an additional twelve (12) months and the original amount granted in the contract remained intact during both terms, as the pandemic hit and their services were not requested. Yet, considering the amount of new employees the CDBG-DR has been hiring over the past months and the foreseen remodeling of new office space for our growing roster, it is important to keep such a valuable resource at hand should the need rise in the future of the CDBG-DR Program.

The Operations Division hereby submits this request to extend the above mention contract for an additional twelve (12) months period.

Sincerely,

Karen Cruz González, Esq.
Operations Division Director
Puerto Rico Department of Housing- CDBG-DR Program

FONDOS CDBG-DR

Programa CDBG-DR Puerto Rico | PO Box 21365, San Juan, Puerto Rico 00928-1365 | infoCDBG@vivienda.pr.gov | www.cdbg-dr.pr.gov | 787-274-2527








Amendment B to Torres-Rosa Consulting Engineers PSC

Final Audit Report

2021-12-03

Created:	2021-12-03
By:	Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVZDcPWmsB_jrFyl9Sxt5l2gjJ_xcl6N

"Amendment B to Torres-Rosa Consulting Engineers PSC" History

-  Document created by Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)
2021-12-03 - 7:50:24 PM GMT- IP address: 196.28.53.20
-  Document emailed to Rafael Rosa (rrosa@trcepr.com) for signature
2021-12-03 - 7:51:53 PM GMT
-  Email viewed by Rafael Rosa (rrosa@trcepr.com)
2021-12-03 - 7:52:23 PM GMT- IP address: 24.48.203.123
-  Document e-signed by Rafael Rosa (rrosa@trcepr.com)
Signature Date: 2021-12-03 - 7:56:47 PM GMT - Time Source: server- IP address: 24.48.203.123
-  Document emailed to William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov) for signature
2021-12-03 - 7:56:51 PM GMT
-  Email viewed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
2021-12-03 - 7:57:30 PM GMT- IP address: 104.47.65.254
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriquez@vivienda.pr.gov)
Signature Date: 2021-12-03 - 7:58:17 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2021-12-03 - 7:58:17 PM GMT