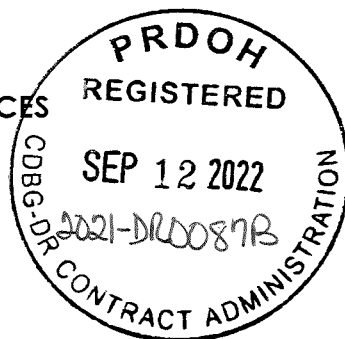




Amendment B

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

**AMENDMENT B TO THE AGREEMENT FOR
PLANNING PROGRAM MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ATKINS CARIBE, LLP**



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This **AMENDMENT B TO THE AGREEMENT FOR PLANNING PROGRAM MANAGEMENT SERVICES** (hereinafter, "**Amendment B**") is entered into in San Juan, Puerto Rico, this 9 day of September, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "**PRDOH**"), a public agency created under Act No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "**Department of Housing Organic Act**" (hereinafter, "**Organic Act**") with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, of legal age, single, attorney, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **Atkins Caribe, LLP**, (hereinafter, "**Contractor**"), a limited liability partnership, duly authorized to do business in Puerto Rico, with principal offices in Metro Office Park Street 1, Lot 15, 4th Floor, Suite 400 in Guaynabo, Puerto Rico, herein represented by Raymundo A. Martínez Ojeda, in his capacity as Director of Operations, of legal age, married, and resident of Rockville, Maryland; herein jointly referred to as the "Parties".

I. RECITALS AND GENERAL INFORMATION

WHEREAS, on February 10, 2021, the Parties executed an Agreement for Planning Program Management Services for the Municipal Recovery Planning (**MRP**) Program, registered as Contract No. 2021-DR0087, for a maximum amount not to exceed **THREE MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED AND EIGHTY-SIX DOLLARS (\$3,577,986.00)**, from **Account Number 01P06PMP-DOH-NA-5001-5002**, ending on **August 10, 2022** (hereinafter, "**Agreement**").

WHEREAS, the Agreement was amended on July 28, 2021, through Amendment A, registered as Contract No. 2021-DR0087A, to extend the term of the Agreement for an additional period of performance of **one (1) month**, ending on **September 10, 2022**, and to replace **Attachment F** (HUD General Provisions) with a modified version. Amendment A did not modify the account or the maximum amount to be paid for allowable services during the term of the Agreement.

WHEREAS, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement or release the Parties from their obligations under the Agreement.

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement for an additional **ten (10) months** performance period, ending on **July 9, 2023**, and to increase the maximum amount payable for services allowed by **ONE MILLION THREE HUNDRED ONE THOUSAND ONE HUNDRED NINE DOLLARS (\$1,301,109.00)**, for a total of **FOUR MILLION EIGHT HUNDRED SEVENTY-NINE THOUSAND NINETY-FIVE DOLLARS (\$4,879,095.00)** under the terms and conditions outlined in **Attachment D** (Procurement Recommendation) and in the Cost Form hereto incorporated by reference into the Agreement as **Attachment D-I**.

WHEREAS, it is the intention of the Parties that 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, the Contractor has duly adopted the Resolution dated August 25, 2022, authorizing the Contractor (via its Authorized Representative, Raymundo A. Martínez Ojeda) to enter into the Agreement and subsequent amendments.

WHEREAS, the Contractor has agreed to enter into this Amendment B with the PRDOH, and by signing this Amendment B, the Contractor assures PRDOH that the Contractor shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Contractor agree to execute this Amendment B subject to the following:

TERMS AND CONDITIONS

II. SCOPE OF AMENDMENT

Based on the current deliverable projections and the level of effort that will be required to manage, coordinate, and review deliverables and final reports for the MRP Program, the Planning Division has identified the need to amend the Agreement to extend the term of the Agreement for an additional **ten (10) months** performance period, ending on **July 9, 2023**, and to increase the maximum amount payable for services allowed by **ONE MILLION THREE HUNDRED ONE THOUSAND ONE HUNDRED NINE DOLLARS (\$1,301,109.00)**, for a total of **FOUR MILLION EIGHT HUNDRED SEVENTY-NINE THOUSAND NINETY-FIVE DOLLARS (\$4,879,095.00)** under the terms and conditions outlined in **Attachment D** (Procurement Recommendation) and in the Cost Form hereto incorporated by reference into the Agreement as **Attachment D-I**.

III. AMENDMENTS

A. The Parties agree to amend **Article II. TERM OF AGREEMENT**, paragraph **A** to read as follows:

*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 **eighteen (18) months**, ending on **August 10, 2022**. Amendment A extended the term of the Agreement for an additional period of performance of **one (1) month**, ending on **September 10, 2022**. The Parties hereby agree to extend the term of the Agreement for an additional **ten (10) months** performance period, ending on **July 9, 2023**.*

B. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT** to rename the second paragraph as **paragraph B**, renaming the rest of the paragraphs accordingly, to read as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FOUR MILLION EIGHT HUNDRED SEVENTY-NINE THOUSAND NINETY-FIVE DOLLARS***

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(\$4,879,095.00); from Account Numbers R01 P06PMP-DOH-NA-5001 -5002 and R01P06MRP-DOH-NA-6090-01-000.

- C.** The Parties agree to include a Cost Form hereto incorporated by reference into the Agreement as **Attachment D-I**. The Cost Form reflects the increase in hours per position and the budget increase for this Amendment B. (See **Attachment I** of this Amendment B).
- D. Attachment G** (Contractor Certification Requirement) of the Agreement is being replaced by a modified **Attachment G** (Contractor Certification Requirement) hereto incorporated by reference into the Agreement and made part of the Agreement. (See **Attachment II** of this Amendment B).
- E.** On April 4, 2022, the Federal Government permanently discontinued the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (UEI). Accordingly, the Parties agree to replace the Contractor's DUNS Numbers with the following Unique Entity Identifier:

Atkins Caribe, LLP
Unique Entity ID: GF8EJTK8AXL1

- F.** The Parties agree to include PRDOH's Unique Entity Identifier as part of the Agreement, as amended:

PRDOH
Unique Entity ID: FFNMUBT6WCM1

- G.** All other terms and conditions of the Agreement remain unchanged.

IV. HEADINGS

The titles to the paragraphs of this Amendment B 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.

V. 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, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

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 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,

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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.

VIII. COMPTROLLER REGISTRY

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

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IX. ENTIRE AGREEMENT

The Agreement and this Amendment B 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 concerning the agreement.

X. SEVERABILITY

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

XI. COUNTERPARTS

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

XII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement, as amended, related to the following subjects shall survive the termination or expiration of this 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, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement, as amended, shall so survive.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON THE FOLLOWING PAGE**

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

PUERTO RICO DEPARTMENT OF HOUSING

ATKINS CARIBE, LLP

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Sep 9, 2022 16:45 EDT)

Hon. William O. Rodríguez Rodríguez, Esq.
Secretary

Raymundo Martínez Ojeda
Raymundo Martínez Ojeda (Sep 9, 2022 12:25 EDT)

Raymundo A. Martínez Ojeda
Director of Operations

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ATTACHMENT D-I

COST FORM

Request for Proposals No. CDBG-DR-RFP-2019-05
Planning Services and Program Management Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

Name of Supplier: Atkins Caribe, LLP

Resource Position	Quantity of Resources by Position [A]	Estimated Hours [B]	Hourly Rate [C]	Total Cost [D=B X C]
Program Manager	1	1,137	\$199.00	\$226,263.00
Deputy Program Manager	1	1,337	\$181.00	\$241,997.00
Planning Manager	1	1,323	\$166.00	\$219,618.00
Architecture and Engineering Manager	1	837	\$152.00	\$127,224.00
Economics Manager	1	653	\$190.00	\$124,070.00
Data Specialist	1	644	\$149.00	\$95,956.00
GIS Specialist	1	1,243	\$145.00	\$180,235.00
Administrative Assistant	1	1,383	\$62.00	\$85,746.00

Maximum Cost for Planning Program Management Services (10 months)

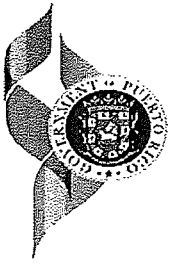
\$1,301,109.00

Notes on Cost Form:

(1) Hourly Rates required must consider direct labor cost, overhead, profit, royalties, reimbursements, taxes, fringe benefits, travel, as well as any other additional fees and administrative costs applicable to the services.
(2) Estimated costs for each position (maximum hours and maximum cost) should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH. However, the Proposer shall never be compensated for an amount greater than the cost of a single Municipal Recovery Plan.

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ATTACHMENT G

CONTRACTOR CERTIFICATION REQUIREMENT

ATKINS CARIBE, LLP

I. Contractor (or Subrecipient) Certification Requirement:

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1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:
- JRL Advisors, LLC
 - JRL Advisors, LLC is an independent consultant in a contractual relationship with Atkins Caribe for the Program Management Services provided to the PRDOH for the Municipal Recovery Planning Program (MRP)
 - The amount payable to JRL Advisors LLC will not exceed \$123,975.00
2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the contractor, beneficial treatment under the
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¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials, or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true, and correct."

By: Raymundo A. Martínez Ojeda

Signature: 

Position: Director of Operations

Date: August 31, 2022











AMENDMENT B_CONTRACT 2021-DR0087

Final Audit Report

2022-09-09

Created:	2022-09-09
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo2_n_8sHQmRfu1AYdARDlxCZpXpbM9d

"AMENDMENT B_CONTRACT 2021-DR0087" History

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-  Document emailed to Ray Martinez (ray.martinez@atkinsglobal.com) for signature
2022-09-09 - 4:10:49 PM GMT
-  Email viewed by Ray Martinez (ray.martinez@atkinsglobal.com)
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-  Signer Ray Martinez (ray.martinez@atkinsglobal.com) entered name at signing as Raymundo Martinez Ojeda
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-  Document e-signed by Raymundo Martinez Ojeda (ray.martinez@atkinsglobal.com)
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-09-09 - 8:45:21 PM GMT- IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-09-09 - 8:45:23 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2022-09-09 - 8:45:23 PM GMT



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