GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

Amendment B

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

AMENDMENT B TO THE AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3)
PROGRAM MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND

Contract No. 2020-DR0004 Amendment B Contract No. 2020-DR0004B

AECOM TECHNICAL SERVICES INC.



This <u>AMENDMENT B</u> TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM MANAGEMENT SERVICES (Amendment B or Amendment) is entered into in San Juan, Puerto Rico, this 19 day of April , 2023, by and between the PUERTO RICO DEPARTMENT OF HOUSING (PRDOH), a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and AECOM TECHNICAL SERVICES, INC. (CONTRACTOR), with principal offices in 954 Ponce de León, Suite 300 San Juan, Puerto Rico, 00907 herein represented by John Bowers, in his capacity as Vice President, of legal age, married, and resident of Maryland, United States duly authorized by Resolution by the CONTRACTOR dated June 14, 2022; collectively referred to herein as the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 16, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for HOME REPAIR, RECONSTRUCTION, OR RELOCATION (R3) PROGRAM MANAGEMENT SERVICES, registered under Contract No. 2020-DR0004, for a maximum amount not to exceed TWENTY-TWO MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED FORTY-THREE DOLLARS (\$22,384,943.00); from ACCOUNT NUMBER ROIH07RRR-DOH-LM 4190-10-000, ending on July 15, 2022 (Agreement).

WHEREAS, as per Article XXXIII of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, the Agreement was amended on July 8, 2022, through Amendment A, registered as Contract No. 2020-DR0004A, to modify and amend certain terms and conditions of the Agreement. Additionally, Attachment C (Scope of Work) was replaced by a modified Attachment C (Scope of Work), Attachment D (Compensation Schedule) was replaced by a modified Attachment D (Compensation Schedule), and Attachment G (Contractor Certification) was incorporated into the Agreement. The budget remained the same. The term of the Agreement was extended to twenty-four (24) months, ending on July 14, 2024.

WHEREAS, it is the intention of the Parties that this Amendment 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.

Between the PRDOH and AECOM TECHNICAL SERVICES, Inc. under CDBG-DR

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WHEREAS, each party represents that the person executing this Amendment has the necessary legal authority to do so on behalf of the respective party.

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

II. SAVINGS CLAUSE

The information included in this Amendment serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

In order to continue assisting applicants, the R3 Program must modify the Program Manager's compensation schedule to redistribute funding across various tasks and include some clauses that will allow flexibility in using key resources assigned to the R3 Program based on its need. Subsequently, **Attachment D** (Compensation Schedule) is being replaced by a modified **Attachment D** (Compensation Schedule). The contract's overall budget is unaffected by the budget redistribution. Additionally, **Attachment G** (Contractor Certification) is being replaced by a revised **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification), a new attachment, is being included in the Agreement by reference.

IV. AMENDMENTS

A. Attachment D (Compensation Schedule) is being replaced by a modified Attachment D (Compensation Schedule) hereto incorporated by reference into the Agreement. Attachment D (Compensation Schedule) is divided into 1) the Program Management & Administration Task, 2) R3 Applications Per Unit Tasks, and 3) Other Tasks. Since the launch of the R3 Program, the Program Managers have been using their contract budget per the requirements of the R3 Program, which are determined by the award type (repair, reconstruction, or relocation) of the applications. Each award type is based on the condition and damage sustained by the structure, where it is located, and the site conditions. However, because the Program Managers do not necessarily control the application's award type, this has caused some of the Program Managers to unevenly use their budget or units allocated under different tasks in their contracts. As the Program commences its fourth year of operation, the funding under specific tasks is close to depletion, while other tasks are projected to be underspent. Therefore, the R3 Program has identified the need to amend Attachment D (Compensation Schedule) to redistribute funding across different tasks to continue assisting its applicants. Amendment B also incorporates the following clauses to Attachment D (Compensation Schedule): (1) Represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on allowed quantity of staff; (2) Represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on allowed level of effort per position. Monthly cost cap will be based on the Base Max. Monthly Cost, as may be adjusted based on Program Manager performance; and (3) It is assumed that the R3 Progress Inspections & Payment Requests by PM or Municipality have a 50/50 split of the total Applications for budgetary purposes. Nonetheless, Program Manager is allowed to invoice for any of both types of inspections up until the resulting total cost from the budget.

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idb jdb WORR Including these clauses will allow the CONTRACTOR to better manage its Program Management & Administration Task budget by allowing flexibility in using key resources assigned to the R3 Program based on the R3 Program's needs. (See **Attachment I** of this **Amendment B**).

- **B.** Attachment **G** (Contractor Certification) is being replaced by a modified Attachment **G** (Contractor Certification) hereto incorporated by reference into the Agreement. (See Attachment II of this Amendment B).
- **C.** A new attachment named **Attachment H** (Non-Conflict of Interest Certification) is incorporated by reference into the Agreement. (See **Attachment III** of this **Amendment B**).
- D. The Parties agree to amend Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS to include a new paragraph M as follows:
 - M. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with Attachment H (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR-funded projects, activities, and/or operations.
- V. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements. Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

VI. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, et seq., also known as "PROMESA", the Financial Oversight and Management Board for Puerto Rico (FOMB) require approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the 'Contractor

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Certification Requirement' for its evaluation. A signed copy of the 'Contractor Certification Requirement' is included as **Attachment II** of this Amendment B.

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In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate, and correct and that any misrepresentation, inaccuracy, or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

VII. HEADINGS

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

VIII. 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 Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

IX. 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.

X. 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.

XI. COMPTROLLER REGISTRY

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

XII. ENTIRE AGREEMENT

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

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XIII. **SEVERABILITY**

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

XIV. **COUNTERPARTS**

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

SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR 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 Amendment shall so survive.

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

AECOM TECHNICAL SERVICES, INC

William O. Rodríguez Rodríguez
William O. Rodríguez (Apr 19, 2023 14:13 EDT)

William O. Rodríguez Rodríguez, Esq.

Secretary

John D Bowers

John Bowers Vice President

Revised Compensation Schedule For Second Amendment

Program Management Services AECOM Technical Services, Inc.

Program Management & Administration Task (Maximum Per Month)

1109141111149						
Position	Qty. ⁽¹⁾	Hours / Month ⁽²⁾		Rate		Cost
Program Manager	1	200	\$	374.90	\$	74,980.84
Deputy Program Manager	Ī	200	\$	326.95	\$	65,389.34
Operations Manager	Ī	200	\$	270.20	\$	54,040.63
Regulatory Compliance Officer	Ī	200	\$	153.57	\$	30,714.75
Complaints Officer	1	200	\$	115.62	\$	23,124.53
Safety Officers	2	200	\$	108.09	\$	43,234.94
Special Inspectors	2	200	\$	198.14	\$	79,257.96
Base Max. Monthly Cost					\$	370,743.00
Original Services Total for 5 Years (60 Months)	THE MARKET		\$ 141		\$	13,346,748.00
Reserve reallocated from other tasks	a made by the			Profession	\$	3,031,930.80
Services Total for 5 Years (60 Months)	approximate the contract of the	1	đđ.		Ş	16,378,678.80

R3 Applications Per Unit Tasks (Applications 1 to 1,000)

Task	Qty. Applications	Units / Application	Unit Price		Total Cost	
R3 Complete Applications	1,000	1	\$	1,121.69	\$	1,121,690.00
R3 Damage Assessments	1,000	1	\$	578.32	\$_	578,320.00
R3 Award Coordination	850 🗆 🔻	1	\$	688.51	\$	585,233.50
R3 Progress Inspections & Payment Requests (by PM) ⁽³⁾	630	4	\$	724.97		1,441,591.20
R3 Progress Inspections & Payment Requests (by Municipality) ⁽³⁾		4	\$	419.15	9	1,441,371.20
R3 Application Closeout	850	1	\$	125.12	53	106,352.00
					\$	3,833,186.70

R3 Applications Per Unit Task (Application 1,001 to 3,000)

Task	Qty. Applications	Units / Application	Unit Price		Total Cost	
R3 Complete Applications	500	1	\$	1,065.61	\$	532,805.00
R3 Damage Assessments	300	1	\$	549.40	\$	164,820.00
R3 Award Coordination	0	1	\$	654.09	\$	Tables :
R3 Progress Inspections & Payment Requests (by PM) ⁽³⁾	150	4	\$	688.72		326,076.00
R3 Progress Inspections & Payment Requests (by Municipality) (3)	100	4	\$_	398.20		326,070.00
R3 Application Closeout	0	1	\$	118.87	\$	
					\$	1,023,701.00

R3 Applications Per Unit Task (Applications >3,000)

Task	Qty. Applications	Units / Application	Unit Price		Total Cost	
R3 Complete Applications	0	1	\$	1,012.33	\$	
R3 Damage Assessments	0	1	\$	521.93	\$	<u>-</u>
R3 Award Coordination	0	1	\$	621.38	\$	-
R3 Progress Inspections & Payment Requests (by PM) (3)	0	4	\$	654.28	-	
R3 Progress Inspections & Payment Requests (by Municipality) (3)	7 °	4	\$	378.29	9	
R3 Application Closeout	0	1	\$	112.92	\$	-
					\$	-

Other Tasks

Task i i en l'Africa de l'action de la company de la c	Quantity	Unit Price	Total Cost
R3 HQS Inspections	325	\$ 500.18	\$ 162,558.50
Appraisal of Home Market Value	1,800	\$ 525.00	\$ 945,000.00
Intake Centers	14	\$ 2,987.00	\$ 41,818.00
		· 	\$ 1,149,376.50

Total Contract Amount:	\$ 22,384,943.00

Notes

(1) Represents the estimated quantity of personnel to be employed by each key position. Should not be interpreted as a cap on allowed quantity of staff. Monthly cost cap will be based on the Base Max. Monthly Cost, as may be adjusted based on Program Manager performance.

(2) Represents the estimated quantity of monthly hours to be employed by each key position. Should not be interpreted as a cap on allowed level of effort per position.

(3) It is assumed that R3 Progress Inspections & Payment Requests by PM or by Municipality have a 50/50 split of the total Applications for budgetary purposes. Nonetheless, Program Manager is allowed to invoice for any of both types of inspections up until the resulting total cost from the budget.



ATTACHMENT G APPENDIX C

CONTRACTOR CERTIFICATION FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY





AECOM TECHINCAL SERVICES, INC.

The following is hereby certified to the Oversight Board regarding the request for authorization for the **Program Management Services** contract amendment by and between the **Puerto Rico Department of Housing** and **AECOM TECHNICAL SERVICES, INC.**:

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

a. Name of individual or firm, including names of principals and principal stakeholders.

"Principal stakeholders" shall mean all entities or individuals with an ownership or membership interest, as the case may be, equal to or higher than ten percent (10%) in a subcontractor. "Principals" shall mean persons and entities that have full authority to act on behalf of each subcontractor)

Current Subcontractors/Principal in charge of this program
CPM PR, LLC - Jose J Perez Elias
Plexos Group, LLC - Derrick Stensrud
Octagon Consultant Group Corp.- Raimundo Marrero
MD Engineers - Hector Melendez

b. Principal terms and conditions of the contractual relation and role of the subcontractor

CPM PR, LLC – T&M, Engineering Technical Support for scoping, estimating and design review

Plexos Group, LLC – T&M, Grant Award Administrative support, Compliance and Call Center Support

Octagon Consultant Group Corp - Appraisal and Damage Assessment MD Engineers - Construction Milestone Inspections

Copies of the original agreements and the latest modification are enclosed

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

c. Amount of proposed contract payable to each subcontractor

CPM PR, LLC - Current contract value modification 10 - \$3,700,000 Plexos Group, LLC – Current contract value modification 14 - \$2,900,000 Octagon Consultant Group Corp - Current contract value modification 7 - \$600,000

MD Engineers- Current contract value modification 3 - \$400,000

2. Neither the contractor nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

a. Name of individual or firm, including names of principals or owners of the latter

CPM PR, LLC -

only one person who qualifies as a "Principal Stakeholder"

Francisco G Arteaga

Plexos Group, LLC -

the following are considered "Principal Stakeholders"

David Odem Kirk Fisher Paul Rainwater

Octagon Consultant Group Corp.-

only one person who qualifies as a "Principal Stakeholder"

Raimundo Marrero Otero

MD Engineers

only one person who qualifies as a "Principal Stakeholder"

Hector Melendez

b. Principal terms and conditions of the compensation sharing arrangement

N/A

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.





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

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- 4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
- 5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
- 6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract, and the contractor must reimburse immediately to the Commonwealth any amounts, payments, or benefits received from the Commonwealth under the proposed contract.

[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

on this13 day of	February	of _2023	<u> </u>	
John D.A.	aur_		13 Feb 23	
Signature			Date	
John D Bowers			Vice President	
Printed Name			Position	•



ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

AECOM TECHNICAL SERVICES, INC.

The CONTRACTOR certifies that:

- 1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
- 2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
- 3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
- 4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
- 5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Signature

JOHN JOURY

Position

Vice Vorsi-la-t

AECOM AMENDMENT B

Final Audit Report

2023-04-19

Created:

2023-04-13

By:

Arleene Rodríguez (amrodriguez@vivienda.pr.gov)

Status:

Signed

Transaction ID:

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- Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez 2023-04-19 6:13:33 PM GMT
- Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)

 Signature Date: 2023-04-19 6:13:35 PM GMT Time Source: server
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