

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

AMENDMENT A TO THE AGREEMENT FOR PLANNING SERVICES AND PROGRAM MANAGEMENT SERVICES

BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND

CMA ARCHITECTS AND ENGINEERS, LLC

Contract No. 2022-DR0068

Amendment A Contract No. 2022-DR0068A



AR
AR

WARR
WARR

This **AMENDMENT A** to the **AGREEMENT FOR PLANNING SERVICES AND PROGRAM MANAGEMENT SERVICES** (**Amendment** or **Amendment A**) is entered into in San Juan, Puerto Rico, this 21 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 LPRÁ § 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 William O. Rodríguez Rodríguez, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **CMA ARCHITECTS AND ENGINEERS, LLC (CONTRACTOR)**, with principal offices in 1509 F.D. Roosevelt Avenue, Guaynabo, Puerto Rico, herein represented by Alvin Rodríguez Bonilla, in his capacity as Managing Partner, of legal age, single, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on July 28, 2021, the PRDOH and the CONTRACTOR entered into an Agreement for Planning Services and Program Management Services¹, registered under Contract No. 2022-DR0068, for a maximum amount not to exceed **THIRTEEN MILLION NINETY THOUSAND SEVEN HUNDRED AND FOURTEEN DOLLARS AND NINETY CENTS (\$13,090,714.90)**; **Account Number: R01P06MRP-DPH-NA-5001-5002**, ending on July 28, 2023 (**Agreement**).

WHEREAS, as per Article XLI 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, it is the intention of the Parties that this Amendment A 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, each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

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

¹ Upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the Request for Proposal No. CDBG-DR-RFP-2019-05 (**RFP-2019-05**), including the Evaluation Committee Report dated July 24, 2020, the Bid Board of the Puerto Rico Department of Housing (**PRDOH**) decided to award the RFP-2019-05 to **CMA Architects and Engineers, LLC** for Planning Services and **Atkins Caribe, LLP** for Program Management Services. The award resulted in the execution of two agreements: one with **CMA Architects and Engineers, LLC** for Planning Services for a maximum amount that shall not exceed \$13,090,714.90 and a 2-year contract term with an additional extension of one year; and one with **Atkins Caribe, LLP** for Program Management Services with a total of \$3,577,986.00 and an 18-months contract term for the Municipal Recovery Planning (**MRP**) Program under the CDBG-DR Program.

II. SAVINGS CLAUSE

The information included in this Amendment A 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 A. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF AMENDMENT

The PRDOH issued the Request for Proposals No. CDBG-DR-RFP-2019-05 to acquire Planning Services and Program Management Services from qualified firms to support the PRDOH's objectives within the Municipal Recovery Planning (**MRP**) Program, and other strategic planning initiatives in accordance with the CDBG-DR Action Plan. The MRP Program was created to respond to current and future municipal needs in areas affected by Hurricanes Irma and/or María. The MRP Program provides funds to municipalities to undertake planning activities to address conditions created or exacerbated by the aforementioned hurricanes. The planning process will culminate with the preparation of Recovery Plans that will serve as a guide to develop more resilient communities in Puerto Rico's municipalities, which will have technical assistance provided by the PRDOH.

The municipalities receiving services from the CONTRACTOR need additional time to finish activities, with close-out requirements projected to be completed by the fourth quarter (**Q4**) of 2023. To allow for the successful completion of the MRP Plans, the Planning Division has determined to amend the Agreement to increase the contract duration by **six (6) months** for a total contract term of **thirty (30) months**, ending on January 28, 2024. The budget of the Agreement is unaffected by Amendment A.

Additionally, an updated version of **Attachment G** (Contractor Certification) will be included, and a new attachment identified as **Attachment H** (Non-Conflict of Interest Certification) will be added as a reference to the Agreement.

IV. AMENDMENTS

- A. The Parties agree to replace **Article II. TERM OF AGREEMENT** to extend the term of the Agreement by an additional by six (**6**) months for a total contract term of thirty (**30**) months, ending on January 28, 2024
- B. A revised **Attachment G** (Contractor Certification) is being included as a reference to the Agreement in place of the original **Attachment G** (Contractor Certification). (**Attachment I** of this Amendment A).
- C. A new attachment identified as **Attachment H** (Non-Conflict of Interest Certification) is being included as a reference to the Agreement. (**Attachment II** of this Amendment A).

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

AR
AR

WARR
WARR

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

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/MIT 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.

AR
AR

WORR
WORR

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, 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.

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.

XV. 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.

**[PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]**

AR
AR
WORR
WORR

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

**CMA ARCHITECTS AND ENGINEERS,
LLC**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Apr 21, 2023 17:40 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Alvin Rodríguez

Alvin Rodríguez (Apr 21, 2023 17:24 EDT)

Alvin Rodríguez Bonilla
Managing Partner



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT G APPENDIX C

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

AR
AR

WORR
WORR

CMA Architects & Engineers LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for **Planning Services** contract by and between the **Puerto Rico Department of Housing** and **CMA Architects & Engineers LLC**:

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.

Alvin Rodriguez
Luis Merle
Jose Torres
Jose Carro

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

N/A

c. Amount of proposed contract payable to each subcontractor

N/A

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

N/A

b. Principal terms and conditions of the compensation sharing arrangement

N/A

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.

AR
AR

WORR
WORR

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.

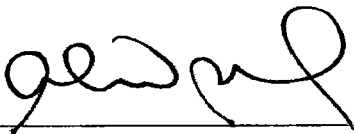
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with 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 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 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 this 1 day of April of 2023.



Signature

4/1/2023

Date

Alvin Rodriguez

Printed Name

Managing Member

Position



AR
AR

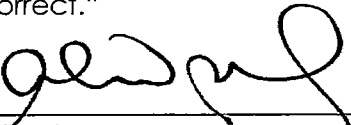
WARR
WARR

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION CMA ARCHITECTS & ENGINEERS LLC

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

4/1/2023
Date

Alvin Rodriguez
Printed Name

Managing Member
Position











Amendment A (CMA Architects and Engineers, LLC)

Final Audit Report

2023-04-21

Created:	2023-04-21
By:	Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIXoANckSjYLBTV16mfXVDD8bRNRCNvC0

"Amendment A (CMA Architects and Engineers, LLC)" History

-  Document created by Arleene Rodríguez (amrodriguez@vivienda.pr.gov)
2023-04-21 - 6:17:40 PM GMT
-  Document emailed to amrodriguez@cmapr.com for signature
2023-04-21 - 6:20:30 PM GMT
-  Email viewed by amrodriguez@cmapr.com
2023-04-21 - 9:14:10 PM GMT
-  Signer amrodriguez@cmapr.com entered name at signing as Alvin Rodriguez
2023-04-21 - 9:24:09 PM GMT
-  Document e-signed by Alvin Rodriguez (amrodriguez@cmapr.com)
Signature Date: 2023-04-21 - 9:24:11 PM GMT - Time Source: server
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2023-04-21 - 9:24:13 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2023-04-21 - 9:39:53 PM GMT
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2023-04-21 - 9:40:49 PM GMT
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2023-04-21 - 9:40:51 PM GMT - Time Source: server
-  Agreement completed.
2023-04-21 - 9:40:51 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.