



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

AMENDMENT C TO THE AGREEMENT FOR
PLANNING PROGRAM MANAGEMENT SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ATKINS CARIBE, LLP
Contract No. 2021-DR0087
Amendment C No. 2021-DR0087C



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This **AMENDMENT C** to the **AGREEMENT FOR PLANNING PROGRAM MANAGEMENT SERVICES (Amendment or Amendment C)** is entered into in San Juan, Puerto Rico, this 16 of June, 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 William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **ATKINS CARIBE, LLP (CONTRACTOR)**, 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, duly authorized by Resolution by the CONTRACTOR.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on February 10, 2021, the PRDOH and the CONTRACTOR entered into 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 EIGHTY-SIX DOLLARS (\$3,577,986.00)** from **Account Number: 01P06PMP-DOH-NA-5001-5002**, ending on August 10, 2022 (**Agreement**).

WHEREAS, on July 28, 2021, the Agreement was amended via Amendment A, registered as Contract No. 2021-DR0087A, to extend the period of performance until September 10, 2022, and modify **Attachment D** (Procurement Recommendations) and **Attachment F** (HUD General Provisions). The Agreement's budget was not modified by Amendment A.

WHEREAS, on September 9, 2022, the Agreement was amended via Amendment B, registered as Contract No. 2021-DR0087B, to extend the period of performance until July 9, 2023, and to increase the maximum amount payable for services 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)**.

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 nor release the Parties from their obligations under the Agreement.

WHEREAS, 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.

WHEREAS, each party represents that the person executing this Amendment 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:

II. SAVINGS CLAUSE

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

III. SCOPE OF AMENDMENT

Based on the projections and the level of effort required to manage, coordinate and review deliverables and final reports, the MRP Program has determined that the term and the budget of the Agreement must be adjusted in order to complete the remaining tasks. Therefore, the budget of the Agreement will be increased by **FIVE HUNDRED SIX THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS (\$506,998.00)** for a total amount of **FIVE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND NINETY-THREE DOLLARS (\$5,386,093.00)**. Consequently, a modified **Attachment D-I** (Cost Form) is being incorporated by reference into the Agreement to include the budget increase. Additionally, the term of the Agreement will be amended to extend its duration for an additional six (6) months, ending on January 9, 2024. Lastly, **Attachment G** (Contractor Certification) is being replaced by an updated version, and a new attachment named **Attachment H** (Non-Conflict of Interest Certification) is being incorporated by reference into the Agreement.

IV. AMENDMENTS

A. The Parties agree to amend **Article II. TERM OF AGREEMENT, Paragraph A** 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**. Amendment B extended the term of the Agreement for an additional **ten (10) months**, ending on **July 9, 2023**. The Parties hereby agree to extend the term of the Agreement for an additional **six (6) months** performance period, ending on January 9, 2024.*

B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** 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 **FIVE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND NINETY-THREE DOLLARS (\$5,386,093.00)** from Account Numbers: **R01P06MRP-DOH-NA 6090-60-000**.*

C. The Parties agree to amend **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to add a new **Paragraph O** as follows:

O. **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, outlining several situations that may reasonably be considered*

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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 and CDBG-MIT-funded projects, activities, and/or operations.

- D.** The Parties agree to include a modified **Attachment D-I** (Cost Form) hereto incorporated by reference into the Agreement. The Cost Form reflects the budget increase. (**Attachment I** of this Amendment C).
- E.** A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment G** (Contractor Certification Requirement). (**Attachment II** of this Amendment C).
- F.** A new attachment named **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement. (**Attachment III** of this Amendment C).

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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

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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.

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X. 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.

XI. 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.

XII. 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.

XIII. 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 C** 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 (Jun 16, 2023 15:01 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Raymundo Martínez Ojeda
Raymundo Martínez Ojeda (Jun 16, 2023 10:54 EDT)

Raymundo A. Martínez Ojeda
Director of Operations



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

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Name of Proposer: Atkins Caribe, LLP

Position	Quantity of Resources by Position [A]	Estimated Hours [B]	Hourly Rate [C]	Total Cost [D=AxBxC]
Program Manager	1	4,987	\$199.00	\$992,413.00
Deputy Program Manager	1	4,551	\$181.00	\$823,731.00
Planning Manager	1	5,367	\$166.00	\$890,922.00
Architecture and Engineering Manager	1	4,068	\$152.00	\$618,336.00
Economics Manager	1	2,460	\$190.00	\$467,400.00
Data Specialist	1	3,758	\$149.00	\$559,942.00
GIS Specialist	1	5,007	\$145.00	\$726,015.00
Administrative Assistant	1	4,957	\$62.00	\$307,334.00
Maximum Cost for Planning Program Management Services				\$5,386,093.00

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:

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

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

- JRL Advisors, LLC – Javier Ramos – Luiña 100%

b. Principal terms and conditions of the contractual relation and role of the subcontractor (scope of services)

- JRL Advisors, LLC – is an independent consultant in a contractual relationship with Atkins Caribe providing Economic and Financial Development expert advice on matters related to Planning Programs

c. Amount of proposed contract payable to each subcontractor

- The amount payable to JRL Advisors LLC will not exceed \$55,860.00
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.

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.

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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 the 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 (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. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Puerto Rico Highway Transportation Authority, Puerto Rico Planning Board, and Puerto Rico Department of Housing.⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.
7. 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.

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: 6/13/2023

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



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ATTACHMENT H
NON-CONFLICT OF INTEREST CERTIFICATION
ATKINS CARIBE, LLP

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

6/12/2023

Date

Raymundo A. Martínez Ojeda

Printed Name

Director of Operations

Position