



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# Amendment D

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

AMENDMENT D TO THE AGREEMENT FOR  
PLANNING SERVICES AND PROGRAM MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
ATKINSREALIS CARIBE LLP  
Contract No. 2021-DR0087  
Amendment D No. 2021-DR0087D



WDRR  
WDRR

KM  
RM

This **AMENDMENT D** to the **AGREEMENT FOR PLANNING SERVICES AND PROGRAM MANAGEMENT SERVICES (Amendment or Amendment D)** is entered into in San Juan, Puerto Rico, this 3 of January, 2024, 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 **ATKINSREALIS CARIBE LLP (CONTRACTOR)**, with principal offices in Metro Office Park Street 1, Lot 15, 4<sup>th</sup> 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 Corporate 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 Services and Program Management Services, 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. 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)** from **Account Numbers**: 01P06PMP-DOH-NA 5001-5002 and R01P06MRP-DOH-NA 6090-01-000.

**WHEREAS**, on June 16, 2023, the Agreement was amended via Amendment C, registered as Contract No. 2021-DR0087C, to extend the period of performance until January 9, 2024, and to increase the maximum amount payable for services 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)** from **Account Numbers**: 01P06PMP-DOH-NA 5001-5002; R01P06MRP-DOH-NA 6090-01-000; and R01P06MRP-DOH-NA 6090-60-000.

**WHEREAS**, the CONTRACTOR, formerly known as Atkins Caribe LLP, changed its name to AtkinsRealis Caribe LLP on October 19, 2023. With due acknowledgement, Atkins Caribe LLP will now be known as AtkinsRealis Caribe LLP going forward. The Parties agree to

amend the Agreement so that any reference to the CONTRACTOR's previous name is replaced with the updated name.

**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 D 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 D. 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 has determined that an amendment to the Contract is necessary in order to extend the term or performance, based on the current deliverable projections and the amount of work that will be necessary to manage, coordinate, and review deliverables and final reports. As a result, the Agreement's term will be changed to include an extra two (2) months, ending on March 9, 2024. This Amendment does not alter the Agreement's budget. Finally, this Amendment includes updated versions of **Attachment G** (Contractor Certification Requirement) and **Attachment H** (Non-Conflict of Interest Certification), as well as updates to a few other articles on the Agreement.

## IV. AMENDMENTS

A. The CONTRACTOR, formerly known as Atkins Caribe LLP, changed its name to AtkinsRealis Caribe LLP on October 19, 2023. With due acknowledgement, Atkins Caribe LLP will now be known as AtkinsRealis Caribe LLP going forward. The Parties agree to amend the Agreement so that any reference to the CONTRACTOR's previous name is replaced with the updated name.

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

*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**.*

Amendment C extended the term of the Agreement for an additional period of performance of **six (6) months** performance period, ending on January 9, 2024. The Parties hereby agree to extend the term of the Agreement for an additional **two (2) months** performance period, ending on March 9, 2024.

C. The Parties agree to amend **Article XVII. FORCE MAJEURE**, as follows:

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

D. The Parties agree to amend **Article XXII. SUBCONTRACTS** as follows:

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

**B. Specific Requirements:** All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;

WDRR  
WDRR

KM  
RM

v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and

vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

E. The Parties agree to amend **Article XXVII. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

WDRR  
WDRR

KM  
RM

F. The Parties agree to amend Article LIV. **MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** as follows:

**A.** *The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.*

**B.** *The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.*

**C.** *Th The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, 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: PRDOH, Puerto Rico Public Security Department, Puerto Rico Planning Board, and Puerto Rico Highway Transportation Authority. 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.*

**D.** *The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.*

G. 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 I** of this Amendment D).

H. A revised **Attachment H** (Non-Conflict of Interest Certification) 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 D).

WDRR  
WDRR

KM  
RM

## **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.

WDRR  
WDRR

## **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.

KM  
RM

## **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 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.

## **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 D in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING**

**ATKINSREALIS CARIBE, LLP**

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jan 3, 2024 16:31 AST)  
William O. Rodríguez Rodríguez, Esq.  
Secretary

  
Raymundo A. Martínez Ojeda  
Director of Operations



# ATTACHMENT G

## CONTRACTOR CERTIFICATION REQUIREMENT

### ATKINSREALIS CARIBE LLP

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

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

**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. **Amount of proposed contract payable to each subcontractor**

- The amount payable to JRL Advisors LLC will not exceed \$13,336.25

2. Neither the Contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> 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 contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

<sup>1</sup> As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

<sup>2</sup> 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.

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

WRR  
WRR

KM  
RM



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.<sup>4</sup> 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: 12/19/23

<sup>4</sup> 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.



**ATTACHMENT H**  
**NON-CONFLICT OF INTEREST CERTIFICATION**  
**ATKINSREALIS 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.

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."

  
\_\_\_\_\_  
Signature

12/19/2023  
Date

Raymundo A. Martínez Ojeda  
Printed Name

Director of Operations  
Position