



Amendment B

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

AMENDMENT B TO THE AGREEMENT FOR LEGAL CONSULTING SERVICES FOR COMMERCIAL TRANSACTIONS AND CONSTRUCTION DEVELOPMENTS

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND**

MARINI PIETRANTONI MUÑOZ LLC

Contract No. 2023-DR0009

Amendment B Contract No. 2023-DR0009B



This **AMENDMENT B TO AGREEMENT FOR LEGAL CONSULTING SERVICES FOR COMMERCIAL TRANSACTIONS AND CONSTRUCTION DEVELOPMENTS (Amendment or Amendment B)** is entered into in San Juan, Puerto Rico, this 18 day 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 **MARINI PIETRANTONI MUÑOZ LLC (CONTRACTOR)**, a domestic for profit limited liability company with principal offices in 250 Ponce de León Avenue, Suite 900, San Juan, Puerto Rico, herein represented by Luis Carlo Marini Biaggi, in his capacity as Capital Member, of legal age, married, attorney, and resident of Dorado, Puerto Rico, duly authorized by Resolution dated June 14, 2023; collectively, the "**Parties**".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 16, 2022, PRDOH and the CONTRACTOR entered into an Agreement for Legal Consulting Services for Commercial Transactions and Construction Developments, registered as Contract No. 2023-DR0009, for a maximum amount not to exceed **ONE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$182,300.00)**, from **Account Number: r02e24edi-ppp-lm 6090-01-000** and **r02e24edi-ppp-un 6090-01-000**, ending on August 16, 2023. (**Agreement**).

WHEREAS, as per Article XXXIX 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, on August 11, 2023, the Parties agreed to amend the Agreement through Amendment A, registered as contract number 2023-DR0009A, to extend the term for an additional **twelve (12) months**, ending on August 16, 2024. Also, the budget of the Agreement was modified to add funds for the Economic Development Investment Portfolio for Growth-Lifeline Mitigation Program (**IPG-MIT**) CDBG-MIT Program by **ONE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$182,300.00)**, for a total amount of **THREE HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$364,600.00)**. The budget for the Economic Development Investment Portfolio for Growth-Lifeline Disaster Recovery Program (**IPG-DR**) remained unchanged.

WHEREAS, on November 14, 2023, the Procurement Division conducted a Price Reasonableness Analysis for this Amendment B. The proposed amount for Amendment B will raise the current total budget for the Agreement by 85.38%, resulting in a new total

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budget of **FIVE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$520,250.00)**. Taking into consideration that the IPG-DR Program lost half of its providers for the referred services and that there are no modifications to the Rates per Hour for all staff positions, or to the Allowance for IPG-DR, nor the funds assigned to the IPG-MIT Program, the Procurement Division determined that the increase in budget might be deemed reasonable.

WHEREAS, this Amendment B is not intended to affect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

WHEREAS, 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 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

The PRDOH has identified the need to amend the Agreement to increase funds for the **IPG-DR Program** to allow for the continuance of services. The level of effort required from the Contractor has increased after the contracts with two (2) of the original four (4) providers were terminated. Therefore, the IPG-DR Program requests to increase the assigned funds by **ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$155,650.00)**. This amount was calculated by multiplying the Total Cost per Month (see Table 1) by the remaining eleven (11) months in the Agreement. The allowance for IPG-DR will not be modified, nor will the funds assigned to the IPG-MIT Program. The term of the Agreement will remain the same.

Therefore, through Amendment B, PRDOH intends to increase the budget for the IPG-DR Program for a new total of **THREE HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$337,950.00)**. Hence, the new total budget of the Agreement will be **FIVE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$520,250.00)**.

Table 1: IPG-DR Budget

Position	Qty. of Resources [A]	Max. Hours per Months [B]	Rate per Hour [C]	Max. Monthly Cost [D=(AxB)xC]
Senior Attorney	1	20	\$225.00	\$4,500.00
Associate Attorney	1	25	\$190.00	\$4,750.00
Junior Attorney	1	35	\$140.00	\$4,900.00
Total Cost per Month				\$14,150.00
Total Allowance				\$12,500.00
Total Cost of Services				\$337,950.00

This Amendment B does not modify the hourly rate.

As a result, Amendment B incorporates into the Agreement a new attachment named **Attachment C-II** (Cost Form) that reflects the new budget. Also, this Amendment includes an updated version of **Attachment F** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification). All other provisions of the original Agreement, including the term, remain unaltered.

IV. AMENDMENTS

A. The Parties agree to replace **Article I. TYPE OF CONTRACT** as follows:

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on **Attachment C** (Cost Form), **Attachment C-I** (Cost Form), **Attachment C-II** (Cost Form), and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both Parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A	Contractor's Proposal
Attachment B	Scope of Services
Attachment C	Cost Form
Attachment C-I	Cost Form
Attachment C-II	Cost Form
Attachment D	Insurance Requirements
Attachment E	HUD General Provisions
Attachment F	Contractor Certification Requirement
Attachment G	Performance Requirements
Attachment H	Non-Conflict of Interest Certification

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraphs A, B, and C** as follows:

- A. The PRDOH agrees to pay the CONTRACTOR, for allowable services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C (Cost Form)**, **Attachment C-I (Cost Form)**, and **Attachment C-II (Cost Form)** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$520,250.00)**; Account Numbers: r02e24edi-ppp-lm 6090-01-000; r02e24edi-ppp-un 6090-01-000; mitm10edi-doh-un 4190-10-000; mitm10edi-doh-un 4190-13-000; r02e24edi-ppp-lm 4190-10-000; r02e24edi-ppp-un 4190-10-000;
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B** (Scope of Services), **Attachment C**

(Cost Form), **Attachment C-I** (Cost Form), **Attachment C-II** (Cost Form) and **Attachment G** (Performance Requirements).

A. 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.*

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

A. General: All subcontracts shall contain the applicable provisions described in **Attachment G** (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;
- 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.

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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 F** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXI 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.

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

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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.

D. The Parties agree to amend **Article XLIII. ORDER OF PRECEDENCE** as follows:

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specially stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and **Attachment E** (HUD General Provisions), **Attachment B** (Scope of Services), **Attachment C** (Cost Form), **Attachment C-I** (Cost Form), **Attachment C-II** (Cost Form), and lastly, **Attachment A** (Contractor's proposal).

E. A new **Attachment C-II** (Cost Form) is hereto incorporated by reference into the Agreement and made part of the Agreement. **Attachment C-II** (Cost Form) increases the Agreement's budget by **ONE HUNDRED AND FIFTY-FIVE THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$155,650.00)**, for a total amount of **FIVE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$520,250.00)** (**Attachment I** of this Amendment B).

F. A revised **Attachment F** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the

original **Attachment F** (Contractor Certification). (**Attachment II** of this Amendment B).

- G. 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 H** (Non-Conflict of Interest Certification). (**Attachment III** of this Amendment B).

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/MIT 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.

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.

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Luis Marini

Luis Carlo Marini Biaggi, Esq.
Capital Member



ATTACHMENT C-II
COST FORM
Request for Proposals
Legal Consulting Services
Commercial Transactions and Construction Developments
Community Development Block Grant - Disaster Recovery
Community Development Block Grant - Mitigation
Puerto Rico Department of Housing
CDBG-DR-RFP-2022-05
(Revised for Amendment B)

Name of Proposer Marini Pietrantonio & Muñiz, LLC

Table 1: IPG-DR Budget

Position	Qty. of Resources [A]	Max. Hours per Month [B]	Rate per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Senior Attorney	1	20	\$ 225.00	\$ 4,500.00
Associate Attorney	1	25	\$ 190.00	\$ 4,750.00
Junior Attorney	1	35	\$ 140.00	\$ 4,900.00
Total Cost per Month				\$ 14,150.00
Total Allowance				\$ 12,500.00
Total Cost of Services for IPG-DR				\$ 337,950.00

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Table 2: IPG-MIT Budget

Position	Qty. of Resources [A]	Max. Hours per Month [B]	Rate per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Senior Attorney	1	20	\$ 225.00	\$ 4,500.00
Associate Attorney	1	25	\$ 190.00	\$ 4,750.00
Junior Attorney	1	35	\$ 140.00	\$ 4,900.00
Total Cost per Month				\$ 14,150.00
Total Allowance				\$ 12,500.00
Total Cost of Services for IPG-MIT				\$ 182,300.00

Notes on Proposal Cost

- 1) Hourly Rates include overhead, profit, royalties, reimbursements, travel, fringe benefits, taxes, as well as any other additional fees and administrative costs applicable to the services.
- 2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is an approximate of the amount stated in the estimate. The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.
- 3) Estimated costs for each position 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.



GOVERNMENT OF PUERTO RICO
Services will be provided according to the existing need, in alignment with the Scope of Services and never exceeding the allowable funds for these services.

5) This Allowance is not to be considered overhead and profit fees.

6) The Total Cost of Services indicated herein for each Program is assigned for the duration of the Contract performance term, as amended.

Proposer's signature

Luis Marini Biaggi

Proposer's Printed Name

11/29/23
Date

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ATTACHMENT F

CONTRACTOR CERTIFICATION REQUIREMENT

MARINI PIETRANTONI MUÑOZ LLC

I. Contractor (or Subrecipient) Certification Requirement:

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

None.

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2. Neither the Contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with the Contractor, beneficial treatment under the 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

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

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

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

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: the Puerto Rico Fiscal Agency and Financial Advisory Authority, the Puerto Rico Aqueduct and Sewer Authority, the Puerto Rico Housing Financing Authority and the Government Development Bank for Puerto Rico.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.

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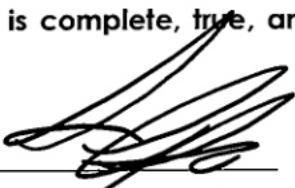
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The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

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

By:

Signature:



Position:

Date:

12/27/23

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.



ATTACHMENT H
NON-CONFLICT OF INTEREST CERTIFICATION
MARINI PIETRANTONI MUÑOZ 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.

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

December 21, 2023

Date

Luis Carlo Marini Biaggi

Printed Name

MPM Capital Member / Attorney

Position