

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

**AMENDMENT C TO THE AGREEMENT FOR
TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES**

**BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC.**

Contract No. 2024-DR0007
Amendment C Contract No. 2024-DR0007C



This **AMENDMENT C TO AGREEMENT FOR TEMPORARY STAFFING FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES ("AMENDMENT C")** is entered into in San Juan, Puerto Rico, this 06 of June, 2025, 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 "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, represented herein by its Secretary, Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico; and **FLEXIBLE & INTEGRATED TECHNICAL SERVICES, LLC. (CONTRACTOR)**, with principal offices in Calle La Paz 165 STE 2, Aguada, Puerto Rico herein represented by José C. Torres Berríos, in his capacity as President, of legal age, married, engineer, and resident of Dorado, Puerto Rico, duly authorized by Corporate Resolution issued on May 13, 2025 by the CONTRACTOR; collectively the "**Parties**".

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 4, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for **Temporary Staffing for Professional and Non-Professional Services** under the CDBG-DR/MIT Program registered under Contract No. 2024-DR0007 ("**Agreement**") for a maximum amount not to exceed of **FOUR MILLION FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED FORTY DOLLARS (\$4,412,340.00)**; from Account Numbers: mitp01rad-doh-na 4190-10-000; mitp02map-doh-na 4190-10-000, mitp03pcb-doh-na 4190-10-000, r01p03api-pba-na 4190-10-000, and r02p02crp-fpr-na 4190-10-000. The Parties agreed on a performance period of **twelve (12) months** from the execution date of the Agreement, ending on **August 4, 2024**.

WHEREAS, on December 20, 2023, the Parties agreed to execute **AMENDMENT A** to the registered Contract **2024-DR0007A ("AMENDMENT A")**, which served the purpose of modifying certain terms of **Attachment C** (Compensation Schedule) and **Attachment D** (Performance Requirements). Also, updated versions of **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification) were added in **AMENDMENT A**. Furthermore, modifications to **Article XXII. SUBCONTRACTS**, and **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES**, were included in the Agreement. All other provisions including the total authorized budget and end date of the original Agreement remained unaltered.

WHEREAS, on July 24, 2024, the Parties agreed to execute **AMENDMENT B** to the registered Contract **2024-DR0007B** ("**AMENDMENT B**"), which served the purpose of extending the performance period of **twelve (12) months**, until **August 4, 2025**. Also, modifications to **Article II. TERM OF AGREEMENT** and **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES** were included in the Agreement. Furthermore, updated versions of **Attachment G** (Contractor certification), **Attachment H** (Non-Conflict of Interest Certification) were incorporated via this **AMENDMENT B**. All other provisions including the total authorized budget and end date of the original Agreement remained unaltered.

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

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

The PRDOH Planning Division has identified the need to amend the Agreement to extend the term for an additional **thirty-six (36) months**, ending on **August 4, 2026**. Modifications to **Article II. TERM OF AGREEMENT** is being incorporated to accommodate the aforementioned term extension.

Moreover, updated versions of **Article XVII. FORCE MAJEURE**, **Article XX. NOTICES**, **Article XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, **Article XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** and **Article XLIX. RECAPTURE OF FUNDS** of the Agreement are being incorporated via this **AMENDMENT C**. Also, **Article LIV. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH** is being added by reference into the Agreement via this **AMENDMENT C**. As stated before, all other provisions of the original Agreement, including the total authorized budget, remain unaltered.

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IV. AMENDMENTS

- A. The Parties agreed to amend **Article II. TERM OF AGREEMENT**, as follows:

[...]

A. *This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of **thirty-six (36) months**, ending on **August 4, 2026**.*

[...]

- B. The Parties agreed 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, or declare by the United States of America, 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) business days**, since the occurrence of the Force Majeure without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.*

- C. Parties agreed to amend **Article XX. NOTICES**, as follows:

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand, via email, or sent by registered or certified mail, return receipt requested, to the address as follows:

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To: PRDOH

Ciary Y. Pérez Peña
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

José C. Torres Berríos
President
Flexible & Integrated Technical
Services, LLC
Calle La Paz 165 STE 2
Aguada, PR 00602

- D. The Parties agree to amend **Article XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

- E. The Parties agree to amend **Article XLVI. CONSOLIDATION, MERGERS, CHANGE OF NAME OR DISSOLUTIONS**, as follows:

A. Consolidation or Merger

*In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; the name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as*

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well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

*Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.***

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Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

*In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of: the expected effective date of the change of name; the proposed name; notify about inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.*

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

*In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at contractscdbgdr@vivienda.pr.gov **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.*

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F. The Parties agree to amend **Article XLIX. RECAPTURE OF FUNDS** as follows:

PRDOH may recapture payments it makes to Subrecipient that: (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. Subrecipient must refund such recaptured payments within the term specified by PRDOH via notification, as per CDBG-DR/MIT Program Recapture of Funds Policy. ([Recapture of Funds Policy - CDBG-DR/MIT Recovery Funds](#)).

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 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.

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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, that 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.

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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.

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XIV. NON-CONFLICT OF INTEREST CERTIFICATION

The Subrecipient reassures PRDOH of its willingness to comply with the applicable conflict of interest policies by signing the Non-Conflict of Interest Certification incorporated by reference into the Agreement via this **AMENDMENT C**. (See **ATTACHMENT I** of this **AMENDMENT C**).

XV. COMPLIANCE WITH ADMINISTRATIVE ORDER NO. OA-HD-25-03 OF PRDOH

On April 28, 2025, PRDOH issued an Administrative Order No. OA-HD-25-03, to establish public policy regarding the use and management of electronic and digital signatures within PRDOH. Additionally, to recognize electronic and digital signatures in the course of PRDOH's operations.

In compliance with OA-HD-25-03, PRDOH validates the consent of the electronic signatories through the incorporation of the following clause:

The Parties agree that this document may be signed by electronic means. They further acknowledge that, if signed in this manner, the document shall retain its legal validity and effect with respect to enforceability, consent, applicability, and admissibility.

[SIGNATURES ON THE FOLLOWING PAGE]

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**

**FLEXIBLE & INTEGRATED TECHNICAL
SERVICES, LLC.**

Ciary Y. Pérez Peña

Ciary Y. Pérez Peña (Jun 6, 2025 11:13 EDT)

Ciary Y. Pérez Peña

Secretary



Jose Carlos Torres Berríos (May 16, 2025 16:51 EDT)

José C. Torres Berríos

President

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NON-CONFLICT OF INTEREST CERTIFICATION

FLEXIBLE & INTEGRATED TECHNICAL SERVICES, 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.

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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."



Signature

Jose Carlos Torres Berríos (May 16, 2025 16:51 EDT)

5/16/2025

Date

José C. Torres Berríos

Printed Name

President

Position