



Amendment D

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

AMENDMENT D TO THE AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FR-BLDM, LLC

Contract No. 2020-DR0025

Amendment D Contract No. 2020-DR0025D



This **AMENDMENT D TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS (Amendment or Amendment D)** is entered into in San Juan, Puerto Rico, this 13 day of January, 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 L.P.R.A. § 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 San Juan, Puerto Rico, in his capacity as Secretary; and **FR-BLDM, LLC (CONTRACTOR)**, with principal offices 1010 Harvard Street, University Gardens, San Juan, Puerto Rico, herein represented by Antonio Fullana-Morales, in his capacity as Managing Director, of legal age, married, and resident of Dorado, Puerto Rico, duly authorized by Resolution by the CONTRACTOR; collectively referred to as the **Parties**.

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 12, 2019, the PRDOH and the CONTRACTOR entered into an Agreement, which was registered under Contract No. 2020-DR0025, for the performance of Home Repair, Reconstruction, or Relocation Program Construction Managers in connection with the CDBG-DR Program, ending on November 11, 2022 (**Agreement**).

WHEREAS, the PRDOH and the CONTRACTOR agreed that, for allowable construction management services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **FIFTY MILLION DOLLARS (\$50,000,000.00)**; to the CONTRACTOR from **ACCOUNT NUMBER R01H07RRR-DOH-LM 6090-01-000**.

WHEREAS, on June 8, 2021, the Agreement was amended through Amendment A, registered as Contract No. 2020-DR0025A, to increase the total amount by **THIRTY MILLION DOLLARS (\$30,000,000.00)** for an adjusted amount of **EIGHTY MILLION DOLLARS (\$80,000,000.00)**. The term of the Agreement was not modified in Amendment A.

WHEREAS, on September 17, 2021, the Agreement was amended through Amendment B, registered as Contract No. 2020-DR0025B, to increase the total amount by **ONE HUNDRED MILLION DOLLARS (\$100,000,000.00)** for an adjusted total amount of **ONE HUNDRED EIGHTY MILLION DOLLARS (\$180,000,000.00)**. The term of the Agreement was not modified in Amendment B.

WHEREAS, on June 23, 2022, the Agreement was amended through Amendment C, registered as Contract No. 2020-DR0025C, to extend the term of the Contract for an additional **twenty-four (24) months**, ending on November 10, 2024. The total amount of the Agreement was not modified in Amendment C.

WHEREAS, the Parties wish to amend the Agreement to increase the total amount by **FIFTY MILLION DOLLARS (\$50,000,000.00)** for an adjusted total amount of **TWO HUNDRED THIRTY MILLION DOLLARS (\$230,000,000.00)**. A modified version of **Attachment I** (Federal Labor Standards Provision) is also included in the Agreement. In addition, two new attachments are included as part of the Agreement named **Attachment J** (Contractor Certification Requirement) and **Attachment K** (Non-Conflict of Interest Certification). The Agreement's term will not be altered by Amendment D.

WHEREAS, this Amendment D is not intended to affect nor does it constitute an extictive 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, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment D.

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

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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

This Amendment D entails a modification of the total amount by adding **FIFTY MILLION DOLLARS (\$50,000,000.00)** for an adjusted total amount of **TWO HUNDRED THIRTY MILLION DOLLARS (\$230,000,000.00)**. This Amendment D avoids an interruption in the assignment of future cases to the CONTRACTOR and the potential loss of field construction capacity. A modified version of **Attachment I** (Federal Labor Standards Provision) is also included in the Agreement. In addition, two new attachments are included as part of the Agreement named **Attachment J** (Contractor Certification Requirement) and **Attachment K** (Non-Conflict of Interest Certification).

IV. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment I** (Federal Labor Standards Provisions) with an **Attachment I** (Federal Labor Standards Provisions) modified. (See **Attachment I** of this Amendment D).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment J** (Contractor Certification Requirement). (See **Attachment II** of this Amendment D).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment K** (Non-Conflict of Interest Certification). (See **Attachment III** of this Amendment D).
- D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, paragraph B**, with the following:
 - A. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **TWO HUNDRED THIRTY MILLION DOLLARS (\$230,000,000.00)**; Account Number: R01H07RRR-DOH-LM/R02H07RRR-DOH-LM 6090-01-000.

- E. The Parties agree to add a new **Article LIX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION**, as follows:

LIX. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR 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.

- F. Each party represents that the person executing this Amendment D has the necessary legal authority to do so on behalf of the respective party.

V. HEADINGS

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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.

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VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY: REVIEW OF CONTRACTS, AS MODIFIED ON APRIL 30, 2021, REGARDING PROFESSIONAL SERVICES

The FOMB Policy requires that all agreements that contemplate recurring professional services that may be performed by appropriately trained government staff include a provision of compliance with the adequate transfer of skills and technical knowledge to the pertinent public sector personnel. This requirement shall not apply to contracts that contemplate non-recurring professional services or specialized professional services that may not be performed by existing staff at the applicable governmental entity, including as a result of independence requirements. Accordingly, given that the agreements under CDBG-DR are non-recurring professional services or specialized professional services, the PRDOH certifies that the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

As mentioned before, HUD allocated funds for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid. In addition, with these allocations of funding under the Grant Agreement, the PRDOH will conduct a comprehensive recovery to benefit the residents of Puerto Rico.

XIV. COMPLIANCE WITH THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO (FOMB) POLICY, REVIEW OF CONTRACTS

As part of the PRDOH contract process, and pursuant to Section 204(b)(2) of the "Puerto Rico Oversight, Management, and Economic Stability Act," 48 U.S.C. §2101, et seq., also known as "PROMESA", the FOMB requires approval of certain contracts and amendments to assure that they "promote market competition" and "are not inconsistent with the approved fiscal plan." For the approval process, the FOMB requests, among other information, the 'Contractor Certification Requirement' for its evaluation. A signed copy of the 'Contractor Certification Requirement' is included as **Attachment II** of this Amendment D.

In compliance with the above, the CONTRACTOR represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate

Amendment D to the HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS Agreement
Between the PRDOH and FR-BLDM, LLC under CDBG-DR
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and correct, and that any misrepresentation, inaccuracy, or falseness in such Certification will render the contract null and void and the CONTRACTOR will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed Amendment and original Agreement.

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**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Jan 13, 2023 14:03 AST)

William O. Rodríguez Rodríguez, Esq.
Secretary

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FR-BLDM, LLC

Antonio Fullana

Antonio Fullana (Jan 13, 2023 12:00 AST)

Antonio Fullana-Morales
Managing Director

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Attachment I

HUD-4010

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

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WORK**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D)** The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

- (A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii)** The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i)** **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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ref. Handbook 1344.1

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).
- (11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

A. APLICABILIDAD

El Proyecto o Programa al que se refiere el trabajo de construcción cubierto por este Contrato está siendo asistido por los Estados Unidos de América, y las siguientes Disposiciones de Normas Laborales Federales están incluidas en este Contrato de conformidad con las disposiciones aplicables a dicha asistencia federal.

(1) SALARIOS MÍNIMOS

- (i) Todos los trabajadores y mecánicos empleados o que trabajen en el sitio del trabajo serán pagados incondicionalmente y con una frecuencia no inferior a una vez por semana, y sin deducciones o descuentos subsiguientes en ninguna cuenta (excepto las deducciones de nómina permitidas por los reglamentos emitidos por el Secretario de Trabajo en virtud de la Ley Copeland (29 CFR Parte 3)), el monto total de los salarios y los beneficios complementarios de buena fe (o sus equivalentes en efectivo) adeudados al momento del pago, calculados a tasas no inferiores a las contenidas en la determinación del salario del Secretaría del Trabajo (que se adjunta al presente y forma parte del mismo), independientemente de cualquier relación contractual que pueda alegarse que existe entre el contratista y dichos trabajadores y mecánicos. Las contribuciones hechas o los costos razonablemente anticipados por beneficios complementarios de buena fe bajo la Sección 1(b)(2) de la Ley Davis-Bacon en nombre de trabajadores o mecánicos se consideran salarios pagados a dichos trabajadores o mecánicos, sujeto a las disposiciones de 29 CFR 5.5(a)(1)(iv); también, las contribuciones periódicas realizadas o los costos incurridos durante más de un período semanal (pero con una frecuencia no inferior a la trimestral) en virtud de planes, fondos o programas que cubran el período semanal en particular, se considerarán realizados o incurridos de manera constructiva durante dicho período semanal.

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Dichos trabajadores y mecánicos recibirán el salario correspondiente y los beneficios complementarios según la determinación del salario para la clasificación del trabajo realmente realizado, sin tener en cuenta la habilidad, excepto según lo dispuesto en 29 CFR 5.5(a)(4).

Los trabajadores o mecánicos que realicen trabajos en más de una clasificación podrán ser compensados a la tarifa especificada para cada clasificación por el tiempo realmente trabajado en la misma: Siempre que los registros de nómina del empleador establezcan con precisión el tiempo empleado en cada clasificación en la que se realiza el trabajo. El contratista y sus subcontratistas deberán publicar en todo momento la determinación del salario (incluida cualquier clasificación adicional y tarifas salariales conforme a 29 CFR 5.5(a)(1)(ii) y el cartel de Davis-Bacon (WH1321) en el sitio de la obra en un lugar visible y accesible, donde los trabajadores puedan verla fácilmente.

(ii) Clasificaciones Adicionales.

- (A) Cualquier clase de trabajadores o mecánicos que no figuren en la determinación del salario y que deban emplearse en virtud del contrato se clasificarán de conformidad con la determinación del salario. HUD aprobará una clasificación adicional y una tasa de salario y beneficios complementarios solo cuando se cumplan los siguientes criterios:
- (1) El trabajo para realizar por la clasificación solicitada no es realizado por una clasificación en la determinación del salario;
 - (2) La clasificación es utilizada en el área por la industria de la construcción; y
 - (3) La tasa salarial propuesta, incluidos los beneficios complementarios de buena fe, tiene una relación razonable con las tasas salariales contenidas en la determinación del salario.
- (B) Si el contratista, los trabajadores y los mecánicos que se emplearán en la clasificación (si se conocen), o sus representantes, y HUD o su designado acuerdan la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda)., HUD o su designado enviará un informe de la acción tomada al Administrador de la División de Horas y Salarios ("Administrador"), Administración de Normas Laborales, Departamento de Trabajo de EE. UU., Washington, D.C. 20210. El Administrador, o un representante autorizado, aprobará, modificará o desaprobará cada acción de clasificación adicional dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se requiere de tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto ("OMB") bajo el número de control OMB 1235-0023).
- (C) En caso de que el contratista, los trabajadores o mecánicos que se emplearán en la clasificación o sus

representantes, o HUD o su designado no estén de acuerdo con la clasificación propuesta y la tarifa salarial (incluida la cantidad designada para beneficios complementarios, cuando corresponda), HUD o su designado remitirá las preguntas, incluidas las opiniones de todas las partes interesadas y la recomendación de HUD o su designado, al Administrador para su determinación. El Administrador, o un representante autorizado, emitirá una determinación dentro de los 30 días posteriores a la recepción y así informará a HUD o su designado o notificará a HUD o su designado dentro del período de 30 días que se necesita tiempo adicional. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).

- (D) El salario (incluidos los beneficios complementarios, cuando corresponda) determinado de conformidad con los subpárrafos (1)(ii)(B) o (C) de este párrafo, se pagará a todos los trabajadores que realicen trabajos en la clasificación conforme a este Contrato desde el primer día en que se realiza el trabajo en la clasificación.
- (iii) Siempre que la tasa de salario mínimo prescrita en el contrato para una clase de trabajadores o mecánicos incluya un beneficio adicional que no se exprese como una tarifa por hora, el contratista deberá pagar el beneficio según se establece en la determinación del salario o deberá pagar otro bono beneficio marginal de buena fe o un equivalente en efectivo por hora del mismo.
- (iv) Si el contratista no realiza pagos a un fideicomisario u otra tercera persona, el contratista puede considerar como parte de los salarios de cualquier trabajador o mecánico el monto de cualquier costo razonable anticipado al proporcionar beneficios complementarios de buena fe bajo un plan o programa, siempre que la Secretaría del Trabajo haya determinado, previa solicitud por escrito del contratista, que se han cumplido las normas aplicables de la Ley Davis-Bacon. La Secretaría del Trabajo podrá requerir al contratista que aparte en una cuenta separada activos para el cumplimiento de las obligaciones bajo el plan o programa. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0023).
- (2) **Retenciones.** HUD o su designado deberá, por su propia acción o por solicitud por escrito de un representante autorizado del Departamento de Trabajo de EE. UU., retener o hacer que se retenga del contratista en virtud de este contrato o cualquier otro contrato federal con el mismo contratista principal, o cualquier otro contrato con asistencia federal sujeto a los requisitos de salario prevaleciente de Davis-Bacon que esté en manos del mismo contratista principal, tanto de los pagos o anticipos devengados según se considere necesario para pagar a los trabajadores y mecánicos, incluidos los aprendices, personas en entrenamiento y ayudantes, empleados por el contratista o cualquier subcontratista, el monto total de los salarios requeridos por el contrato. En caso de que no se pague a cualquier trabajador o mecánico, incluido cualquier aprendiz, persona en entrenamiento o ayudante, empleados o que trabaje en el sitio de trabajo, la totalidad o parte de los salarios requeridos por el contrato, HUD o su designado puede, después de un aviso por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier otro pago, adelanto o garantía de fondos hasta que tales violaciones hayan cesado. HUD o su designado puede, después de una notificación por escrito al contratista, desembolsar dichos montos retenidos por y a cuenta del contratista o subcontratista a los respectivos empleados a quienes se les adeuda. El Departamento de Trabajo de los Estados Unidos hará tales desembolsos en el caso de contratos directos de la Ley Davis-Bacon.

(3) **Nóminas y registros básicos.**

- (i) **Mantenimiento de registros de nómina.** Las nóminas y los registros básicos relacionados con las mismas deberán ser mantenidos por el contratista durante el curso del trabajo y conservados por un período de tres años a partir de entonces para todos los trabajadores y mecánicos que laboren en el sitio del trabajo. Dichos registros deberán contener el nombre, la dirección y el número de seguro social de cada trabajador, su(s) clasificación(es) correcta(s), las tarifas por hora de los salarios pagados (incluidas las tasas de contribuciones o los costos previstos para los beneficios complementarios de buena fe o los equivalentes en efectivo de los mismos de los tipos descritos en la Sección 1(b)(2)(B) de la Ley Davis-Bacon), el número de horas diarias y semanales trabajadas, las deducciones realizadas y los salarios reales pagados.

Siempre que la Secretaría del Trabajo haya determinado, conforme a 29 CFR 5.5(a)(1)(iv), que los salarios de cualquier trabajador o mecánico incluyen el monto de cualquier costo anticipado razonablemente al brindar beneficios bajo un plan o programa descrito en la Sección 1(b)(2)(B) de la Ley Davis-Bacon, el contratista deberá mantener registros que demuestren que el compromiso de proporcionar dichos beneficios es exigible, que el plan o programa es financieramente responsable y que el plan o programa ha sido comunicados por escrito a los trabajadores o mecánicos afectados, y registros que muestren los costos previstos o el costo real incurrido en la prestación de dichos beneficios.

Los contratistas que empleen aprendices o personas en entrenamiento bajo programas aprobados deberán mantener evidencia escrita del registro de los programas de aprendices y la certificación de los programas de aprendizaje, el

registro de los aprendices y personas en entrenamiento, y las proporciones y tarifas salariales prescritas en los programas aplicables. (Aprobado por la Oficina de Gerencia y Presupuesto bajo los Números de Control OMB 1235-0023 y 1215-0018)

(ii) **Informes Certificados de Nómina.**

- (A) El contratista deberá presentar semanalmente, por cada semana en la que se realice cualquier trabajo por contrato, una copia de todas las nóminas a HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o propietario, según sea el caso, para su transmisión a HUD o a su designado. Las nóminas enviadas deberán establecer de manera precisa y completa toda la información que se requiere mantener según 29 CFR 5.5(a)(3)(i), exceptuando los números de seguro social completos y las direcciones de las casas que no se incluirán en las transmisiones semanales. En cambio, las nóminas solo deben incluir un número de identificación individual para cada empleado (por ejemplo, los últimos cuatro dígitos del número de seguro social del empleado). La información de nómina semanal requerida se puede enviar en cualquier forma deseada. El formulario opcional WH-347 está disponible para este propósito en el sitio web de la División de Horas y Salarios en <https://www.dol.gov/agencies/whd/forms> o en su sitio sucesor. El contratista primario es responsable de la presentación de copias de las nóminas por parte de todos los subcontratistas. Los contratistas y subcontratistas deberán mantener el número de seguro social completo y la dirección actual de cada trabajador cubierto, y deberán proporcionarlos a pedido del HUD o su designado si la agencia es una parte del contrato, pero si la agencia no es tal parte, el contratista enviará las nóminas al patrocinador solicitante o al propietario, según sea el caso, para que las transmita al HUD o su designado, al contratista o a la División de Horas y Salarios del Departamento de Trabajo de los EE. UU. para fines de una investigación o auditoría de cumplimiento de los requisitos salariales vigentes. No es una violación de este subpárrafo que un contratista principal requiera que un subcontratista proporcione direcciones y números de seguro social al contratista principal para sus propios registros, sin la presentación semanal al HUD o su designado. (Aprobado por la Oficina de Gerencia y Presupuesto bajo el Número de Control OMB 1235-0008).

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- (B) Cada nómina presentada deberá estar acompañada de una "Declaración de Cumplimiento", firmada por el contratista o subcontratista o su agente que paga o supervisa el pago de las personas empleadas bajo el contrato y deberá certificar lo siguiente:
- (1) Que la nómina para el período de nómina contiene la información que debe proporcionarse según 29 CFR 5.5(a)(3)(ii), la información adecuada se mantiene según 29 CFR 5.5(a)(3)(i), y que dicha información es correcta y completa;
 - (2) Que a cada trabajador o mecánico (incluido cada ayudante, aprendiz y persona en entrenamiento) empleado bajo contrato durante el período de nómina se le haya pagado el salario semanal completo que haya ganado, sin descuento, ya sea directa o indirectamente, y que no se hayan hecho deducciones ya sea directa o indirectamente de los salarios completos ganados, que no sean las deducciones permitidas según lo establecido en 29 CFR Parte 3;
 - (3) Que a cada trabajador o mecánico se le haya pagado no menos de las tasas salariales aplicables y beneficios marginales o equivalentes en efectivo para la clasificación del trabajo realizado, como se especifica en la determinación salarial aplicable incorporada en el contrato; y
- (C) La presentación semanal de una certificación debidamente ejecutada establecida en el reverso del formulario opcional WH-347 que cumpla con el requisito de presentación de la "Declaración de cumplimiento" requerida por el subpárrafo (a)(3)(ii)(b).
- (D) La falsificación de cualquiera de las certificaciones anteriores puede someter al contratista o subcontratista a un proceso civil o penal conforme a la Sección 1001 del Título 18 y la Sección 3729 del Título 31 del Código de los Estados Unidos.
- (iii) El contratista o subcontratista deberá hacer que los registros requeridos bajo el subpárrafo (a)(3)(i) estén disponibles para inspección, copia o transcripción por parte de representantes autorizados de HUD o su designado o del Departamento del Trabajo de los EE. UU., y permitirá a tales representantes entrevistar a los empleados durante las horas de trabajo estando en el trabajo. Si el contratista o subcontratista no presenta los registros requeridos o no los pone a disposición, HUD o su designado puede, después de notificar por escrito al contratista, patrocinador, solicitante o propietario, tomar las medidas que sean necesarias para provocar la suspensión de cualquier pago adicional, anticipo o garantía de fondos. Además, la falta de presentación de los registros requeridos a petición o de no poner dichos registros a disposición puede ser motivo de acción de inhabilitación de conformidad con 29 CFR 5.12.

(4) **Aprendices y Personas en entrenamiento.**

- (i) Aprendices.** A los aprendices se les permitirá trabajar a una tarifa inferior a la predeterminada por el trabajo que realizaron cuando estén empleados de conformidad con un programa de aprendizaje de buena fe registrado individualmente en el Departamento del Trabajo de los EE. UU., Administración de Empleo y Capacitación, Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o con una Agencia Estatal de Aprendizaje reconocida por la Oficina, o si una persona está empleada en sus primeros 90 días de empleo a prueba como aprendiz en dicho programa de aprendizaje, que no está registrado individualmente en el programa, pero que ha sido certificado por la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices (cuando corresponda), para ser elegible para un empleo de prueba como aprendiz.

La proporción permitida de aprendices a jornaleros en el sitio de trabajo en cualquier clasificación de oficio no será mayor que la proporción permitida al contratista en cuanto a la fuerza de trabajo total bajo el programa registrado. Cualquier trabajador que figure en una nómina con una tasa de salario de aprendiz, que no esté registrado o empleado de otra manera como se indicó anteriormente, recibirá un pago no inferior a la tasa de salario aplicable en la determinación del salario para la clasificación del trabajo realmente realizado. Además, cualquier aprendiz que realice un trabajo en el sitio de trabajo que exceda la proporción permitida por el programa registrado deberá recibir un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado. Cuando un contratista esté realizando la construcción de un proyecto en una localidad distinta a la que tiene registrado su programa, se observarán las proporciones y tarifas salariales (expresadas en porcentajes de la tarifa por hora del jornalero) especificadas en el programa registrado del contratista o subcontractista.

A cada aprendiz se le debe pagar a un nivel no menor a la tarifa especificada en el programa registrado para el nivel de progreso del aprendiz, expresada como un porcentaje de la tarifa por hora del jornalero especificada en la determinación salarial aplicable.

Los aprendices recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendizaje.

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Si el programa de aprendizaje no especifica los beneficios complementarios, los aprendices deben recibir el monto total de los beneficios complementarios que figuran en la determinación del salario para la clasificación aplicable. Si el Administrador determina que prevalece una práctica diferente para la clasificación de aprendiz aplicable, los beneficios complementarios se pagarán de acuerdo con esa determinación. En caso de que la Oficina de Capacitación de Aprendices, Servicios Laborales y de Empleadores, o una Agencia Estatal de Aprendices reconocida por la Oficina, retire la aprobación de un programa de aprendices, el contratista ya no podrá utilizar aprendices a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (ii) Personas en entrenamiento.** Salvo lo dispuesto en 29 CFR 5.16, no se permitirá que las personas en entrenamiento trabajen a una tarifa inferior a la predeterminada por el trabajo realizado, a menos que estén empleados de conformidad con un programa que haya recibido aprobación previa, evidenciado por una certificación formal del Departamento de Trabajo, Administración de Empleo y Capacitación de EE. UU. La proporción de personas en entrenamiento a jornaleros en el lugar de trabajo no será mayor que lo permitido según el plan aprobado por la Administración de Empleo y Capacitación. A cada persona en entrenamiento se le debe pagar a no menos de la tarifa especificada en el programa aprobado para el nivel de progreso de la persona en entrenamiento, expresada como un porcentaje de la tarifa por hora especificada del jornalero en la determinación salarial aplicable. Las personas en entrenamiento recibirán beneficios complementarios de acuerdo con las disposiciones del programa de aprendices. Si el programa de entrenamiento no menciona los beneficios complementarios, a las personas en entrenamiento se les pagará el monto total de los beneficios complementarios enumerados en la determinación del salario, a menos que el Administrador de la División de Horas y Salarios determine que existe un programa de aprendizaje asociado con la tasa salarial del oficial correspondiente en la determinación del salario que prevé menos de los beneficios complementarios completos para los aprendices. Cualquier empleado que figure en la nómina con una tarifa de persona en entrenamiento que no esté registrado y que no participe en un plan de capacitación aprobado por la Administración de Empleo y Capacitación recibirá un pago no inferior al salario aplicable en la determinación del salario por el trabajo realmente realizado.

Además, a cualquier persona en entrenamiento que realice labores en el sitio de trabajo que exceda la proporción permitida por el programa registrado se le pagará no menos que la tarifa salarial aplicable en la determinación del salario por el trabajo realmente realizado. En caso de que la Administración de Empleo y Capacitación retire la aprobación de un programa de capacitación, el contratista ya no podrá utilizar personas en entrenamiento a una tarifa inferior a la predeterminada aplicable para el trabajo realizado hasta que se apruebe un programa aceptable.

- (iii) Igualdad de oportunidades de empleo.** La utilización de aprendices, personas en entrenamiento y jornaleros bajo 29 CFR Parte 5 deberá estar en conformidad con los requisitos de igualdad de oportunidades de empleo de la Orden

- (5) **Cumplimiento de los requisitos de la Ley Copeland.** El contratista deberá cumplir con los requisitos de 29 CFR Parte 3, que se incorporan por referencia en este Contrato.
- (6) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas contenidas de los subpárrafos (1) al (11) en este párrafo (a) y cualquier otra cláusula que HUD o su designado pueda requerir, mediante las instrucciones apropiadas, y una copia de la correspondiente decisión sobre el salario prevaleciente, y también una cláusula que requiere que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de todas las cláusulas del contrato en este párrafo.
- (7) **Terminación del contrato; exclusión.** El incumplimiento de las cláusulas del contrato en 29 CFR 5.5 puede ser motivo de rescisión del contrato y de inhabilitación como contratista y subcontratista según lo dispuesto en 29 CFR 5.12.
- (8) **Cumplimiento con los Requisitos de la Ley Davis-Bacon y Leyes Relacionadas.** Todos los fallos e interpretaciones de Davis-Bacon y Actos Relacionados contenidos en 29 CFR Partes 1, 3 y 5 se incorporan aquí por referencia en este Contrato.
- (9) **Controversias relativas a las normas laborales.** Las disputas que surjan de las disposiciones sobre normas laborales de este Contrato no estarán sujetas a la cláusula general de disputas de este Contrato. Dichas disputas se resolverán de acuerdo con los procedimientos del Departamento de Trabajo de los EE. UU. establecidos en 29 CFR Partes 5, 6 y 7. Las disputas dentro del significado de esta cláusula incluyen disputas entre el contratista (o cualquiera de sus subcontratistas) y HUD o su designado, el Departamento de Trabajo de los Estados Unidos, o los empleados o sus representantes.
- (10) **Certificación de la elegibilidad.**
- (i) Al celebrar este Contrato, el contratista certifica que ni él (ni él o ella) ni ninguna persona o firma que tenga un interés en la firma del contratista es una persona o firma inelegible para adjudicarse contratos del Gobierno en virtud de la Sección 3 (a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para recibir contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (ii) Ninguna parte de este Contrato se subcontratará a ninguna persona o firma que no sea elegible para la adjudicación de un contrato del Gobierno en virtud de la Sección 3(a) de la Ley Davis-Bacon o 29 CFR 5.12(a)(1) o para ser adjudicado contratos de HUD o participar en programas de HUD de conformidad con 24 CFR Parte 24.
 - (iii) Cualquier persona que a sabiendas haga, presente o envíe una declaración, representación o certificación falsa, ficticia o fraudulenta está sujeta a sanciones penales, civiles y/o administrativas, incluidas multas, sanciones y encarcelamiento (p. ej., 18 U.S.C. §§ 287, 1001, 1010, 1012, 31 USC §§ 3729, 3802).

- (11) **Quejas, Procedimientos o Testimonio de los Empleados.** Ningún trabajador o mecánico, a quien se apliquen las disposiciones sobre sueldos, salarios u otras normas laborales de este Contrato, será despedido o discriminado de ninguna otra manera por parte del contratista o cualquier subcontratista porque dicho empleado haya presentado una queja o instituido o causado a haber iniciado cualquier procedimiento o ha declarado o está a punto de declarar en cualquier procedimiento bajo o relacionado con las normas laborales aplicables en virtud de este Contrato a su empleador.

B. LEY DE NORMAS DE SEGURIDAD Y HORAS DE TRABAJO POR CONTRATO

Las disposiciones de este párrafo (b) se aplican cuando el monto del contrato principal excede los **\$100,000**. Tal como se usa en este párrafo, los términos "obreros" y "mecánicos" incluyen vigilantes y guardias.

- (1) **Requisitos de horas extras.** Ningún contratista o subcontratista que contrate para cualquier parte del trabajo del contrato, que pueda requerir o involucrar el empleo de trabajadores o mecánicos, requerirá o permitirá que dicho trabajador o mecánico en cualquier semana laboral en la que el individuo esté empleado en dicho trabajo trabaje en exceso de 40 horas en dicha semana laboral, a menos que dicho trabajador o mecánico reciba una compensación a una tasa no inferior a una vez y media la tasa básica de pago por todas las horas trabajadas en exceso de 40 horas en dicha semana laboral.
- (2) **Violación; responsabilidad por salarios no pagados; daños y perjuicios.** En caso de cualquier violación de la cláusula establecida en el inciso B (1) de este párrafo, el contratista, y cualquier subcontratista responsable por ello, será responsable por los salarios no pagados. Además, dicho contratista y subcontratista serán responsables ante los Estados Unidos (en el caso de trabajos realizados bajo contrato para el Distrito de Columbia o un territorio, ante dicho Distrito o territorio) por daños y perjuicios. Dichos daños y perjuicios se calcularán con respecto a cada trabajador o mecánico individual, incluidos los vigilantes y guardias, empleados en violación de la cláusula establecida en el subpárrafo B(1) de este párrafo, **en la suma establecida por el Departamento de Trabajo de los EE. UU. en 29 CFR 5.5(b)(2)** por cada día calendario en el que se requirió o permitió que dicha persona trabajara más de la semana laboral estándar de 40 horas sin

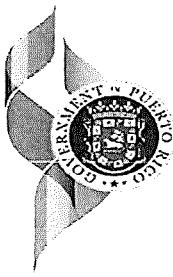
el pago de los salarios por horas extras requeridos por la cláusula establecida en el subpárrafo B(1) de este párrafo. De acuerdo con la Ley Federal de Ajuste de Sanciones Civiles por Inflación de 1990 (28 U.S.C. § 2461 Note), el DOL ajusta esta sanción monetaria civil por inflación a más tardar el 15 de enero de cada año.

- (3) **Retención por salarios no pagados y daños y perjuicios.** HUD o su designado deberá, por su propia acción o previa solicitud por escrito de un representante autorizado del Departamento de Trabajo de los EE. UU., retener o hacer que se retenga cualquier dinero pagadero a cuenta del trabajo realizado por el contratista o subcontratista en virtud de dicho contrato, o cualquier otro contrato federal con el mismo contrato principal, o cualquier otro contrato con asistencia federal sujeto a la Ley de estándares de seguridad y horas de trabajo por contrato que esté en manos del mismo contratista principal, las sumas que se determinen como necesarias para satisfacer cualquier responsabilidad de dicho contratista o subcontratista por salarios no pagados y daños y perjuicios, según lo dispuesto en la cláusula establecida en el subpárrafo B(2) de este párrafo.
- (4) **Subcontratos.** El contratista o subcontratista insertará en cualquier subcontrato las cláusulas establecidas en el subpárrafo B (1) a (4) de este párrafo y también una cláusula que requiera que los subcontratistas incluyan estas cláusulas en cualquier subcontrato de nivel inferior. El contratista principal será responsable del cumplimiento por parte de cualquier subcontratista o subcontratista de nivel inferior de las cláusulas establecidas en los subpárrafos B (1) a (4) de este párrafo.

C. **SALUD Y SEGURIDAD**

Las disposiciones de este párrafo (c) se aplican cuando el monto del contrato principal excede los **\$100,000**.

- AF*
AF
- (1) No se le exigirá a ningún trabajador o mecánico que trabaje en un entorno o en condiciones de trabajo insalubres, riesgosas o peligrosas para su salud y seguridad, según lo determinen las normas de seguridad y salud en la construcción promulgadas por la Secretaría del Trabajo mediante reglamentos.
- (2) El contratista deberá cumplir con todos los reglamentos emitidos por la Secretaría del Trabajo de conformidad con 29 CFR Parte 1926 y el incumplimiento puede resultar en la imposición de sanciones de conformidad con la Ley de Normas de Seguridad y Horas de Trabajo por Contrato, (Ley Pública 91-54, 83 Stat 96), 40 U.S.C. § 3701 y siguientes.
- WORR*
WORR (3) El contratista deberá incluir las disposiciones de este párrafo en cada subcontrato, de modo que dichas disposiciones sean vinculantes para cada subcontratista. El contratista tomará las medidas con respecto a cualquier subcontratista que la Secretaría de Vivienda y Desarrollo Urbano o la Secretaría del Trabajo indiquen como un medio para hacer cumplir dichas disposiciones.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment II of Amendment D

ATTACHMENT J

APPENDIX C

CONTRACTOR CERTIFICATION

FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO CONTRACTS REVIEW POLICY

FR-BLDM, LLC.

The following is hereby certified to the Oversight Board regarding the request for authorization for **Construction Management Services** contract by and between the Puerto Rico Department of Housing and FR-BLDM, LLC.:

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

See annexes A1 & A2

AF
AF

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WORR

2. Neither the contractor nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution, or performance of the contract, except as follows:

F&R Construction Group, Inc and it's Principals

Bermúdez, Longo, Díaz-Masso, LLC and it's Principals

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges, or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation, or execution of the contract.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

I hereby certify under penalty of perjury that the foregoing is complete, true and correct on this 15 day of September of 2022.


Signature

September 15, 2022

Date

Antonio Fullana-Morales
Printed Name

Managing Partner
Position

AF
AF

WORR
WORR

APPENDIX C - Contractor Certification - Annex A									
#	Compañía	Dirección	Teléfono	Fechado	Estado	Subcontractor Type	Email	Duns numbers	Contrato Actual
1	Vaimar Building Group Inc	Pedro Mendez	787-525-8028	12/5/2019	Aprobado	General Construction	vaimartg@gmail.com	78510711	280,000.00
2	Camp Contractors Corp.	Carlos A. Merelle	787-985-0405	12/8/2019	Aprobado	Civil Electrical,Finishes,General Construction	cmreleto@camcontractorspr.com	801444812	280,000.00
3	Ramos Jilbeh Construction LLC	Hector M. Ramos, Vazquez	787-465-0206	12/9/2019	Aprobado	General Construction	h.ramose22@yahoo.com	116938602	280,000.00
4	Luis R Carrasquillo Aponte DBA	Luis R Carrasquillo Aponte	787-502-6945	12/9/2019	Aprobado	Civil Demolition,Electrical,Finishes,General Construction	luis.carrasquillol7@yahoo.com	11722170	120,000.00
5	Marcelo Electro Inc	Merdick Marcelo Davila Agosto	787-236-4845	12/9/2019	Aprobado	Civil, Demolition, Design & Engineering, Electrical, General Construction, Mechanical, Plumbing	mารcelo.marceloelectric@gmail.com	117223322	3,684,785,65
6	VE Electrical Group Inc	Victor Cardona	787-390-9121	12/9/2019	Aprobado	Electrical, General Construction, Mechanical, Plumbing	vecardona@gmail.com	58685199	280,000.00
7	Sven Corporation	Ambitorix Polanco	787-632-5164	12/6/2019	Aprobado	Electrical,Finishes,General Construction,Plumbing	svencorpri@gmail.com	117172751	280,000.00
8	Desarrollo 3 V Inc	Ivan Vazquez Robles	939-639-8412	12/9/2019	Aprobado	General Construction	desarrolllo3v@hotmail.com	51717184	870,000.00
9	MC Construction Services LLC	Angel M Colon Cruz	787-258-1759	12/9/2019	Aprobado	Electrical,Finishes,Plumbing	mc.constructionservices2@gmail.com	117227316	180,000.00
10	EDN Interior Contractors LLC	Elmer Rodriguez Ramirez	787-617-6845	12/9/2019	Aprobado	Electrical,Finishes,General Construction	elmer@edninteriorcontractors.com	117249886	870,000.00
11	Christopher Montes DBA Multitechos	Christopher Montes	787-403-6699	12/9/2019	Aprobado	General Construction	techosmult@gmail.com	117238369	120,000.00
12	Expert Energy Solutions LLC	Frank C. Monseñore	787-340-0037	12/9/2019	Aprobado	Demolition,Electrical,Finishes,General Construction,Plumbing	femonsonrae@gmail.com	117222990	120,000.00
13	SVDO Contractors Inc	Ricardo Davilla	787-460-2101	12/9/2019	Aprobado	Demolition,Electrical,Finishes,General Construction,Plumbing	rl.davilla@yahoo.com	117219017	280,000.00
14	ASC & Calderon LLC	Javier Calderón	787-640-5191	12/12/2019	Aprobado	Electrical, General Construction	asc.calderon@yahoo.com	117229147	280,000.00
15	OSSAM Construction Inc	Willfredo Alicea	787-216-2003	1/16/2020	Aprobado	Civil, Demolition, Electrical, Finishes, General Construction, Mechanical,Plumbing	masso@ossam.net	859253734	580,000.00
16	APR Unlimited, Inc	Adiberto Pérez Rivera	787-272-6404	1/16/2020	Aprobado	General Construction	adiberto.perez@aprunlimited.com	3265969	1,580,000.00
17	Angel Jimenez Garcia DBA Jimenez Construction Group	Angel Jimenez Garcia	787-49-8796	3/3/2020	Aprobado	General Construction	jimenezconstructiongroup@gmail.com	117229074	580,000.00
18	G Contractors Group Inc	Giancarlo Solo	787-632-4059	3/3/2020	Aprobado	General Construction	madeline.ramos1380@gmail.com	791535771	280,000.00
19	RJF Empresas Inc	Ricardo J Fernandez	787-579-1593	3/6/2020	Aprobado	demolitions, site work,repairs(elect/plumb) finishes	nunezgk@aprunlimited.com	1172218675	580,000.00
20	CRA Group Corp.	Carlos J. Rodriguez	787-567-1960	2/28/2020	Aprobado	Demolition, General Construction	crodiguez@zagrouppr.com	116931885	280,000.00
21	Hernandez General Contractor Inc	Juan Carlos Hernandez	787-485-0661	1/16/2020	Aprobado	Demolition, General Construction	djhncp@gmail.com	831068819	870,000.00
22	Caribbean Contracting Services Inc	Juan E Perez	787-466-3397	4/8/2020	Aprobado	Demolition,repairs,electrical,Finishes	caribcontract@gmail.com	79203551	50,000.00
23	JCB Engineering Inc	Juan C del Pino	787-757-7211	3/25/2020	Aprobado	General Construction	jcbdelpho@cengileengineering.com	785796178	280,000.00
24	Bonilla Construction LLC	Ricardo Bonilla	787-601-0108	5/21/2020	Aprobado	Civil works, General repairs, Repairs (Electrical & Plumbing),Finishes	ricardobonilla_626@gmail.com	117228656	280,000.00
25	Lera LLC	Luis R Escalera	787-435-0912	5/27/2020	Aprobado	Demolition,Electrical,Finishes,General Construction,Plumbing	leralera48@gmail.com	117233534	580,000.00
26	Samana Construction Inc	Alejandro Johnson	504-934-5836	5/6/2020	Aprobado	Works,Repairs,Electrical,Plumbing,Finishes	alejandrojohnson33@yahoo.com	117334249	280,000.00
27	Orange Group LLC	Carlos R Jimenez	787-602-7671	6/15/2020	Aprobado	general repairs,finishes,repairs Plumbing & Electrical,Civil works	admin@orangegroup.info	117159516	280,000.00
28	Central Industrial Services	Enrique Perez Vazquez	787-846-5654	7/24/2020	aprobado	Abatement	clmenier@orangegroup.info	117223557	120,000.00
29	Advisor Group General Contractors Corp	Modesto Estrada	787-941-8199	7/21/2020	Aprobado	General repairs,civil works,finishes,concrete waterproofing works	enero@centralindustrialpr.com	794774190	167,477.00
30	Allaccess Management Services LLC	Juan Carlos Centeno	787-909-3709	10/21/2022	aprobado	Demolition,works,civil works,finishes,concrete works,general repairs,electrical and plumbing, roof	aggiocorp@gmail.com	117339337	870,000.00
31	J&J Builder Contractors Group Corp	Confesor Cortes	787-560-9824	12/7/2020	Aprobado	General repairs, Finishes,repairs	jjbuildercontractors@gmail.com	81070170	280,000.00
32	Constructora rau Yveliz	Raul Velez Zayas	939-417-5557	1/12/2021	Aprobado	General construction	constructor.rauyveliz@gmail.com	11722357	120,000.00
33	Pajul Constructors, Inc	Vilfredo Garcia	787-356-9162	1/13/2021	Aprobado	General Construction	pajulconstructores@gmail.com	117221508	280,000.00
34	United Retail Contractors LLC	Omar Figueroa Vazquez	787-294-9151	03/08/2021	Aprobado	General Construction	omarf18@gmail.com	117232424	280,000.00

FR-BLDM®		STATUS CONTRATISTAS		FR-BLDM®				APPENDIX C - Contractor Certification - Annex A 1		
#	Compañía	Dueño	Teléfono	Fecha Aprobado	Estado	Subcontractor Type	Email	Duns numbers	Contrato Actual	
35	Roca Contractors LLC	José Luis Figuero Negrón	787-404-3840	02/18/2021	Aprobado	Repair(Incl Plumbing, Electrical), Civil Works, Finishes, Roof Waterproofing, Demolitions Works	info@roacontractorspr.com	117362701	120,000.00	
36	Trebol General Contractors LLC	Iván N. Rivera Ortega	787-299-6434	3/14/2020	Aprobado	repairs,site work finishes	trebolgeneral@gmail.com	116978118	120,000.00	
37	Sach Builder & Contracting	Santos A. Soto	787-383-7475	3/21/2020	Aprobado	civil work,finishes,roofing,plumbing,electrical	sach_construction@yahoo.com	117248170	120,000.00	
38	Built & Design Group, Inc.	Luis A. López Cotto	787-649-7949	3/25/2020	Aprobado	General Construction	lalcoito@gmail.com	117233210	318,000.00	
39	Epile, LLC	Enrique Arreaga	939-218-7555	5/21/2020	Aprobado	electrical works,plumbing works,site works,concrete works,civil works	info@epiletech.com	117114266	120,000.00	
40	Empresas Cesar Diaz, Inc.	Cesar Diaz	787-791-5707	5/6/2020	Aprobado	Civil, Demolition, Electrical, Finishes, General Construction, Mechanical, Plumbing	empresascesardiaz@gmail.com	117222259	290,000.00	
41	E&A Property, LLC	Efrain Valentin Caban	787-356-9065	6/2/2020	Aprobado	General repairs, electrical, plumbing, finishes, civil works, roof waterproofing works	efrain_valentín@hotmail.com	117220180	120,000.00	
42	JH Builders LLC	Jorge L. Santos Paunetto	787-647-2276	11/4/2020	Aprobado	General Construction	jhbuiderspr@gmail.com	117222185	290,000.00	
43	Darosal Roofing	Daniel Belmont	787-598-9705	11/17/2020	Aprobado	Roofing/ Roof Waterproofing Works, General Repairs	danny201287@gmail.com	117223725	120,000.00	
44	Gomez Enterprises LLC	Shamayla Hernandez Cruz	787-909-4288	12/7/2020	Aprobado	General repairs, Repairs (electrical,plumbing) civil work, demolition, roof waterproofing, finishes	gomecenterprisespr@gmail.com	117004641	290,000.00	
45	SRJ Painting LLC	Jethzimarie Morales Reyes	787-674-3332	12/8/2020	Aprobado	painting works	robert_morales2098@yahoo.com	117385792	120,000.00	
46	Israel Lopez Ortiz DBA Lopez Contractor	Israel Lopez Ortiz	787-539-6883	12/18/2020	Aprobado	Roofing/Roof Waterproofing Works, Plumbing and Electrical Repairs	joe_127di@hotmail.com	117232217	120,000.00	
47	Best Construction Inc	Miguel Martinez	787-309-2066	1/12/2021	Aprobado	Demolition Works, Civil/Site Works, Repairs (Incl. Elect./Plumb.) and Finishes	bestconstruction.inc@outlook.com	117323397	120,000.00	
48	King Construction Development LLC	Malcolm Payne Leon	787-354-7183	3/16/2021	Aprobado	Concrete Work, Demolition Works, Repairs (Incl. Elect./Plumb.) Roofing/Roof Waterproofing Works and Finishes	kingconstructionanddevelopment@gmail.com	117387841	120,000.00	
49	United Construction PR Inc	Harold Rivera Melendez	787-599-3561	4/22/2021	Aprobado	Demolition/Debris Removal Work, Civil/Site Work, Roofing/Roof Waterproofing Work, Repairs (Incl. Electrical, Plumbing), Finishes	unitedconstructionpr@gmail.com	117076413	120,000.00	
50	Pan Group LLC	Pedro A. Nieves Colon	787-233-8190	5/13/2021	Aprobado	General Construction	panllcpr@gmail.com	117234134	120,000.00	
51	Superior Development Construction Corp	Manuel Marrero	787-406-3451	5/21/2021	Aprobado	Repairs	manuelmarrerorivera@hotmail.com	117233543	120,000.00	
52	Energy Homes Corp	Jose L. Lamela Perez	787-603-2168	5/21/2021	Aprobado	General Construction	energyhomespr@gmail.com	81359959	600,000.00	
53	T & O Project Managemnet Group LLC	Wilfredo Torres Ortiz	787-345-1431	5/21/2021	Aprobado	Civil Works, Roofing/Roof Waterproofing works, Repairs and Finishes	torresotizmanagement@gmail.com	117056423	290,000.00	
54	CS & M Group LLC	Javier D. Rivera Rivera	787-453-2641	5/21/2021	Aprobado	Civil Works, Roofing/Roof Waterproofing works, Repairs and Finishes, Demolition	csandmgroupl@gmail.com	51004621	120,000.00	
55	Diverse Business LLC	Jason Sanchez Nieves	787-657-5919	5/21/2021	Aprobado	Concrete Works, Civil Works, Roofing/Roof Waterproofing works, Repairs and Finishes, Demolition	diversebusinesspr@gmail.com	117242621	120,000.00	
56	Brooke Laurens Inc	Steven Ramirez Torres	939-429-0578	6/28/2021	Aprobado	Civil Works , Repairs and Finishes	brookelaurenscon@gmail.com	117377625	290,000.00	
57	Villamil Cleaning Group LLC	Carlos Villamil Falbe	787-649-4848	6/29/2021	Aprobado	Partial Demolition, Roofing/Roof Waterproofing, Repairs (Incl. Elect./Plumb.) and Finishes	cvectorvillamil@villamilcleaning.com	80587083	290,000.00	
58	Fargo Electrical Inc.	Cristobal Colón Rodríguez	787-444-3633	7/8/2021	Aprobado	General Construction (Full/New House Construction)	coloncris@live.com	117334216	500,000.00	
59	YB Energy Solutions CP	Roberto Vázquez Colón	787-505-3247	8/23/2021	Aprobado	Electrical Works	ybennergysolutions@gmail.com	116992387	120,000.00	
60	Junior Martinez Martinez DBA	Junior Martinez Martinez	787-900-6811	8/23/2021	Aprobado	Repairs (Incl. Elect./Plumb.) – Finishes	jmconstrucción02@gmail.com	117808652		
61	CASS GENERAL CONSTRUCTION LLC	Luis A. Trujillo Casillas	787-994-5346	9/22/2021	Aprobado	Approved for the following work/trades: - Partial demolition - Masonry - Repairs (Incl. Elect., Plumb) - Finishes	cassconstruction19@gmail.com	118008653	120,000.00	
62	F&R Construction Group Inc.	Angel A. Fullana	787-753-7010	11/1/2021	Aprobado	General Construction (Full/New House Construction)	info@frcg.net	828863139	2,000,000.00	
63	Enka General contractor Inc.	Henry Medina	787-341-7434	11/17/2021	Aprobado	General Construction (Full/New House Construction)	info@enkacorpus.com	78751721	120,000.00	

CONTRATISTAS

#	Compañía	Dueño
1	Vaimar Building Group Inc	Pedro Mendez
2	Camp Contractors Corp.	Carlos A. Merette
3	Ramos Jireh Construction LLC	Hector M. Ramos Vasquez
4	Luis R Carrasquillo Aponte DBA	Luis R Carrasquillo Aponte
5	Marcelo Electro Inc	Merdick Marcelo Davila Agosto
6	VE Electrical Group Inc	Victor Cardona
7	Sven Corporation	Ambiorix Polanco
8	Desarrollo 3 V Inc	Ivan Vazquez Robles
9	MC Construction Services LLC	Angie M Colon Cruz
10	EDN Interior Contractor LLC	Elmer Rodriguez Ramirez
11	Christopher Montes DBA Multitechos	Christopher Montes
12	Expert Energy Solutions LLC	Frank C Monserrate
13	SVDO Contractors Inc	Ricardo Davila
14	ASC & Calderon LLC	Javier Calderón Wilfredo Alicea
15	OSSAM Construction Inc	Francisco J. Massó
16	APR Unlimited, Inc.	Adalberto Perez Rivera
17	Angel Jimenez Garcia DBA Jimenez Construction Group	Angel Jimenez Garcia
18	G Contractors Group Inc	Giancarlo Soto
19	RJFR Empresas Inc	Ricardo J Fernandez
20	CRA Group Corp.	Carlos J. Rodriguez
21	Hernandez General Contractor Inc	Juan Carlos Hernández
22	Caribbean Contracting Services Inc	Juan E Perez
23	JCD Engineering Inc	Juan C del Pino
24	Bonilla Construction LLC	Ricardo Bonilla
25	Lera LLC	Luis R Escalera
26	Samana Construction Inc	Alejandro Johnson
27	Orange Group LLC	Carlos R Jimenez
28	Central Industrial Services	Enrique Perez Vazquez
29	Advisor Group General Contractors Corp	Modesto Estrada
30	Allacess Management Services LLC	Juan Carlos Centeno
31	J&J Builder Contractors Group corp	Confesor Cortés
32	Constructora RV	Raul Velez Zayas
33	Pajuil Constructores, Inc	Wilfredo Garcia
34	United Retail Contractors LLC	Omar Figueroa Vazquez
35	Roca Contractors LLC	José Luis Figueroa Negron
36	Trebol General Contractors LLC	Iván N. Rivera Ortega
37	Sach Builder & Contracting	Santos A. Soto
38	Built & Design Group, Inc.	Luis A. López Cotto
39	Epipe, LLC	Enrique Arreaga
40	Empresas Cesar Diaz, Inc.	Cesar Diaz
41	E&A Property, LLC	Efrain Valentin Caban
42	JH Builders LLC	Jorge L. Santos Paunetto
43	Darosal Roofing	Daniel Belmont
44	Gomez Enterprises LLC	Shamayla Hernandez Cruz
45	SRJ Painting LLC	Jethzimarie Morales Reyes
46	Israel Lopez Ortiz DBA Lopez Contractor	Israel Lopez Ortiz
47	Best Construction Inc	Miguel Martinez
48	King Construction Development LLC	Malcolm Payne Leon
49	United Construction PR Inc	Harold Rivera Melendez
50	Pan Group LLC	Pedro A. Nieves Colon
51	Superior Development Construction Corp	Manuel Marrero
52	Energy Homes Corp	Jose L. Lamela Perez
53	T & O Project Managemnet Group LLC	Wilfredo Torres Ortiz
54	CS & M Group LLC	Javier D. Rivera Rivera
55	Diverse Business LLC	Jason Sanchez Nieves
56	Brooke Laurens Inc	Steven Ramirez Torres
57	Villamil Cleaning Group LLC	Carlos Villamil Falbe
58	Fargo Electrical Inc.	Cristobal Colón Rodríguez
59	YB Energy Solutions CP	Roberto Vázquez Colón
60	Junior Martinez Martinez DBA	Junior Martinez Martinez
61	CASS General Construction LLC	Luis A. Trujillo Casillas
62	F&R Construction Group Inc.	Angel A. Fullana
63	Enka General contractor Inc.	Henry Medina

*AT**WORR*



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment III of Amendment D

ATTACHMENT K

NON-CONFLICT OF INTEREST CERTIFICATION

FR-BLDM, LLC

The CONTRACTOR certifies that:

1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

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

Antonio Fullana
Antonio Fullana (Jan 13, 2023 12:00 AST)
Signature

Jan 13,2023
Date

Antonio Fullana-Morales
Printed Name

Managing Director
Position

Amendment D to CMs FR-BLDM

Final Audit Report

2023-01-13

Created:	2023-01-13
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAijfJIRWI0cp-Qdrql3XNgA0UdIJWznWg

"Amendment D to CMs FR-BLDM" History

- 📄 Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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- 🕒 Agreement completed.
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