



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Amendment C

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

**AMENDMENT C TO THE AGREEMENT FOR
HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM
CONSTRUCTION MANAGERS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
CARIBE TECNO, CRL
Contract No. 2020-DR0030
Amendment C Contract No. 2020-DR0030C**



This **AMENDMENT C TO AGREEMENT FOR HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS (Amendment or Amendment C)** is entered into in San Juan, Puerto Rico, this 20 of February, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **CARIBE TECNO, CRL (CONTRACTOR)**, with principal offices in F.D. Roosevelt Avenue #1254, San Juan, Puerto Rico, herein represented by José Domingo Pérez Fernández, in his capacity as Vice-President, of legal age, married, and resident of Guaynabo, Puerto Rico, duly authorized by Corporate Resolution issued on January 23, 2024.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 26, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for Home Repair, Reconstruction, or Relocation Program (**R3 Program**) Construction Managers under the CDBG-DR Program, registered under Contract No. 2020-DR0030, for a maximum amount not to exceed **FIFTY MILLION DOLLARS (\$50,000,000.00)**; from **Account Number**: r01h07rrr-doh-lm-6090-01-000, ending on November 25, 2022 (**Agreement** or **Contract**).

WHEREAS, the Agreement was amended on August 20, 2021, through **Amendment A**, registered as Contract No. 2020-DR0030A. In summary, Amendment A served the purpose of increasing the total amount by **THIRTY MILLION DOLLARS (\$30,000,000.00)** for an adjusted amount of **EIGHTY MILLION DOLLARS (\$80,000,000.00)**. The period of performance was not modified in Amendment A.

WHEREAS, the Agreement was amended on June 13, 2022, through **Amendment B**, registered as Contract No. 2020-DR0030B. In summary, Amendment B served the purpose of increasing the total amount by **HUNDRED MILLION DOLLARS (\$100,000,000.00)** for an adjusted total amount of **ONE HUNDRED EIGHTY MILLION DOLLARS (\$180,000,000.00)**. Also, the term of the Agreement was extended for an additional **twenty-four (24) months**, ending on November 24, 2024.

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 has identified the need to amend the Agreement to reduce the total amount of the contract assigned for the R3 Program. Based on an analysis of the Program's current repair and reconstruction application pipeline, a reduction in the contract amounts is necessary without impacting the Program operations. In Amendment B the budget was increased to **ONE HUNDRED EIGHTY MILLION DOLLARS (\$180,000,000.00)**. This Amendment C reduces the budget by **FIFTY MILLION DOLLARS (\$50,000,000.00)**. The new total amount of the contract is **ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000.00)**.

Finally, this Amendment also includes an updated version of **Attachment I** (Contractor Certification) and a new **Attachment J** (Non-Conflict of Interest Certification). All other provisions of the original Agreement, remain unaltered.

IV. AMENDMENTS

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add a new **Attachment J** (Non-Conflict of Interest Certification). (**Attachment I** of this Amendment C).
- B. The Parties agree to amend **Article IV. COMPENSATION AND PAYMENT**, Paragraph B, as follows:

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed: **ONE HUNDRED THIRTY MILLION DOLLARS (\$130,000,000.00)**; **Account Number:** **r01h07rrr-doh-lm 6090-01-000; r01h07rrr-doh-lm 6090-03-000; r02h07rrr-doh-lm 6090-01-000; r02h07rrr-doh-un 6090-01-000; r02h07rrr-doh-lm 6090-03-000.**

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

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

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force

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Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

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

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

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

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

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

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

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

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to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

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

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

- F. The Parties agree to add a new **Article LIX. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE**, with the following:

LIX. LIMITATIONS PENDING ENVIRONMENTAL CLEARANCE: *The CONTRACTOR does not have a legal claim to any amount of CDBG funds to be used for the specific project or site until the environmental review process is satisfactorily completed. As such, the CONTRACTOR acknowledges that it has no legal claim to any amount of CDBG funds for any projects or site acquisition under this Agreement until the environmental review process is completed under PRDOH. The CONTRACTOR acknowledges that it will not begin any actions related to the project or site until the environmental review process is completed and has written acceptance and a Notice to Proceed from PRDOH.*

- G. An updated version of **Attachment I** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment I** (Contractor Certification). (**Attachment II** of this Amendment C).

V. HEADINGS

The titles of the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

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VII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VIII. SUBROGATION

The CONTRACTOR acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, 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.

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. 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

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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 Financial Oversight and Management Board for Puerto Rico (FOMB) require 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.

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

XV. 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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IN WITNESS THEREOF, the Parties hereto execute this Amendment in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

CARIBE TECNO, CRL

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Feb 20, 2024 09:29 AST)
William O. Rodríguez Rodríguez, Esq.
Secretary

José Domingo Pérez Fernández
José Domingo Pérez Fernández (Feb 13, 2024 10:37 AST)
José Domingo Pérez Fernández
Vice-President

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ATTACHMENT J NON-CONFLICT OF INTEREST CERTIFICATION

Caribe Tecno, CRL

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."

 Digitally signed by José Domingo Pérez
Fernández
DN: C=US, E=jdpf@caribetecno.com, O=CT,
CN=José Domingo Pérez Fernández
Date: 2023.12.11 13:34:38-04'00'

Signature

December 11, 2023

Date

José Domingo Pérez Fernández
Printed Name

Vicepresident
Position



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Attachment II

FOMB POLICY APPENDIX C

ATTACHMENT I Appendix C

Contractor Certification Requirement

Caribe Tecno, CRL

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The following is hereby certified to the Oversight Board regarding the request for authorization for **Homeowner Repair, Reconstruction, or Relocation Program Construction Managers** contract by and between the **Puerto Rico Department of Housing** and **Caribe Tecno, CRL**:

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

Subcontractor	Contractual Relationship	Principal	Contact Information	Estimated Amount From This Contract Amendment
MCN Contractor Inc.	Contractor (General)	Marco A Claudio	marcoaclaudionunezcv@gmail.com	\$ 1,000,000.00
Alpha General Contractor Corp.	Contractor (General)	Manuel Rivera	alphacon@gmail.com	\$ 125,000.00
Apartamentos Amelia Inc.	Contractor (General)	Julio Santos Carrucini	apartamentosamelia@gmail.com	\$ 750,000.00
Built & Design Group Inc.	Contractor (General)	Luis Lopez Cotto	lalcotto@gmail.com	\$ 600,000.00
Cils Construction LLC	Contractor (General)	Ivan Lara	cils.corporation1@gmail.com	\$ 1,500,000.00
Del Campo Construction Inc.	Contractor (General)	Hipolito Pagan Arroyo	delcampoconstructioninc@gmail.com	\$ 500,000.00
Elite Builders LLC	Contractor (General)	Christian Garcia	cgbgroupllc@gmail.com	\$ 1,500,000.00
Enviro-Ambiental Corporation	Contractor (Mitigation)	Emilio J. Abad	ejar1710@gmail.com	\$ 400,000.00
FIMA Group	Contractor (General)	Vidal Mass Salas	vidalmass@hotmail.com	\$ 1,000,000.00
Jose A Quesada Contratista Incorporated	Contractor (General)	Cid M. Quesada	quesadamalaretcidmarie@gmail.com	\$ 250,000.00
L & A Contractors	Contractor (General)	Lourdes Fernández	lacontractors17@gmail.com	\$ 125,000.00
N.E.W. LLC	Contractor (General)	Evangelista Cotto	ecotto14@hotmail.com	\$ 100,000.00
VM Builders LLC	Contractor (General)	Vidal Mass Salas	vmassymbuilders@gmail.com	\$ 1,000,000.00
West LLC	Contractor (General)	Fernando Sumaza	fernando@westllc.com	\$ 250,000.00

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

2. Neither the contractor nor any of its owners², 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:

None

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, in contravention of applicable law.

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.

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

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

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

By: José Domingo Pérez Fernández
Vicepresident

Date: December 12, 2023

Digitally signed by José Domingo
Pérez Fernández
DN: C=US,
José Domingo Pérez Fernández E=jdpfiii@caribetecno.com, O=CT,
CN=José Domingo Pérez
Fernández
Date: 2023.12.12 14:03:15-04'00'

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