### 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 REBUILDERS PR LLC

Contract No. 2020-DR0026 Amendment C Contract No. 2020-DR0026C



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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 8 of March , 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 REBUILDERS PR LLC (CONTRACTOR), with principal offices in Meliá León, 4th Street #11, Guaynabo, Puerto Rico, herein represented by Carlos Aldarondo Rivera, in his capacity as Senior Project Manager, of legal age, married, and resident of Guaynabo, Puerto Rico, duly authorized by Corporate Resolution issued on June 13, 2019.

### I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on November 13, 2019, the PRDOH and the CONTRACTOR entered into an Agreement for Home Repair, Reconstruction, or Relocation Program (R3 Program) Construction Managers under the CBDG-DR Program, registered under Contract No. 2020-DR0026, 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 12, 2022 (Agreement or Contract).

WHEREAS, the Agreement was amended on August 24, 2021, through Amendment A, registered as Contract No. 2020-DR0026A. 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 8, 2022, through Amendment B, registered as Contract No. 2020-DR0026B. 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 Agreement the term of the Agreement was extended for an additional twenty-four (24) months, until November 11, 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.

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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:

### 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

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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 FORTY-FIVE MILLION DOLLARS (\$45,000,000.00). The new total amount of the contract is **ONE HUNDRED THIRTY-FIVE MILLION DOLLARS** (\$135,000,000.00).

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, with the following:

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-FIVE MILLION DOLLARS (\$135,000,000.00); Account Number: r01h07rrr-doh-lm / 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 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:
    - 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 (<a href="https://cdbg-dr.pr.gov/en/resources/policies/">https://cdbg-dr.pr.gov/en/resources/policies/</a>), 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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AMENDMENT C to HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS Between the PRDOH and REBUILDERS PR LLC under CDBG-DR Page 6 / 7

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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AMENDMENT C to HOME REPAIR, RECONSTRUCTION, OR RELOCATION PROGRAM CONSTRUCTION MANAGERS Between the PRDOH and REBUILDERS PR LLC under CDBG-DR Page 7 / 7

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

PUERTO RICO DEPARTMENT OF HOUSING

REBUILDERS PR LLC

William O. Rodríguez Rodríguez
William O. Rodríguez (Mar 8, 2024 10:18 AST)

William O. Rodríguez Rodríguez, Esq. Secretary <u>Carlos Aldarondo Rivera</u> Carlos Aldarondo Rivera (Mar 7, 2024 18:25 AST)

Carlos Aldarondo Rivera Senior Project Manager

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## GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

### **ATTACHMENT I**

### ATTACHMENT J NON-CONFLICT OF INTEREST CERTIFICATION

### REBUILDERS PR 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.
- 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.
- 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."

Caan	12/04/2023
Signature	Date
Carlos Aldarondo-Rivera	Senior Project Manager
Printed Name	Position





## GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

### ATTACHMENT II

### ATTACHMENT I

### **Contractor Certification Requirement**

### Rebuilders PR. LLC

The following is hereby certified to the Oversight Board regarding the request for authorization for Home Repair, Reconstruction, or Relocation Program Construction Managers contract by and between the Puerto Rico Department of Housing and Rebuilders PR, LLC:

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

787-669-8582

500,000.00

010	Subcontractor Name	Trades	Date Approved	Contact Information	Contract Amount
CAR  CAR  WORK  WORK	Antonio O Piccone     Rabanal DBA VAG     Contractor	<ul> <li>Demolitions</li> <li>Civil/Site Works</li> <li>Repairs (Elect/Plumb)</li> <li>Finishes</li> </ul>	5/29/2020	Antonio Piccone 787-717-6889	500,000.00
		<ul> <li>Roofing/Roof waterproofing</li> </ul>		Gerald McNeal	
	2. CA Warren Contracting LLC	■ Repairs (Elect/Plumb)	7/13/2020	404-295-5266	500,000.00
		■ Finishes			
	3. GL Group Contractors, LLC	<ul><li>Roofing/Roof waterproofing</li></ul>		Godlfrey H. Franco	
		<ul><li>Repairs</li><li>Finishes</li></ul>	5/29/2020	787-365-8902	500,000.00
		Tillistics			
	4. C&L Group, LLC	General Construction (Full/New House Construction)	3/6/2020	Frank Cué Garcia	500,000.00
				787-773-8400	
		■ Demolition		Fernando L Figueroa	

3/9/2020

■ Site Works

■ Repair ■ Finishes

5. F & S Group LLC

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

1				
	■ Civil/ Site Work		Johnny Semanaz	
	<ul> <li>Roofing/Roof</li> </ul>		787-409-5352	
6. JASA CONSTRUCTION CORP	waterproofing	5/24/2020	707-403-3332	500,000.00
	■ Repairs (Elect/Plumb)			
	■ Finishes			
	■ Demolitions		Jose Leon	0.00
	■ Site work		787-640-5333	
7. Timbercrete, LLC	■ Repairs (incl. Elect/Plumb)	3/8/2020		500,000.00
	■ Finishes			
	■ Civil / Site work		Christopher James Clarke	
	■ Roof/ Roof Waterproofing	4/20/2020	954-369-6012	
8. Bigfoot Incorporated	Repairs (Electrical/	4/28/2020		500,000.00
	Plumbing)			
	■ Finishes			
C MCD III	General Construction	4/27/2020	Alberto Villafañe	
9. MC Builders	(Full/New House Construction)			500,000.00
			787-599-5409	
		0.000		
	<ul> <li>General Construction</li> </ul>		Osvaldo Arana	
10. KOMA Group	(Full/New House	Not Available	Osvaldo Al alla	500,000.00
	Construction)			300,000.00
			787-670-4412	
	■ Demolition		Carlos Jiménez	
	Civil/Site Work		787-220-7671	
11. Orange Group, LLC	Concrete work	5/4/2020		500,000.00
	■ Repairs (Elect./Plumb)			200,000.00
	■ Finishes			
	■ Demolition		Jayson Nieves	
	■ Civil/Site Work		787-477-0960	
	■ Concrete work			
12. JL CONSTRUCTION & MAINTENANCE LLC	■ Roofing/Roof	6/5/2020		500,000.00
	waterproofing			300,030.00
	Repairs (Elect./Plumb)			
	■ Finishes			

13. Constructoras Gilmar, Inc	<ul> <li>General (Full/New Construction)</li> </ul>	Construction House	Not Available	Christian Santana 787-247-4791	500,000.00
14. RV Engineering Group, Corp	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	2/27/2020	Eng. Luis Ramos 787-396-9528	500,000.00
15. Code Inspection	General (Full/New Construction	Construction House	2/27/2020	Manuel E. Net 787-473-0021	500,000.00
16. Constructora ARGO	■ General (Full/New Construction	Construction House	Not Available	Luis Gomez 787-234-6052	500,000.00
17. Airtech Solutions, LLC	General (Full/New Construction	Construction House	1/30/2020	Miguel Lopez 787-403-5195	500,000.00
18. Toledo Engineering	■ Demolition ■ Abatement		Not Available	Guillermo Toledo 787-283-8787	500,000.00
19. JOTA ARKITEKTS, LLC.	■ Design & Eng	ineering	Not Available	José E Rodríguez Guzmán 787-240-6000	500,000.00
20. RFR Builders, Inc	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	2/27/2020	William Preston 787-505-9747	500,000.00
21. Santerini Construction, Inc.	■ General (Full/New Construction	Construction House	Not Available	Giorgio Adriano Santerini (787) 630-1313	500,000.00

	22. G & F Engineering Group	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	1/30/2020	Carlos Lozada Marrero 787-487-3575	500,000.00
	23. Infinity Investment & Const. Managem.	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	12/9/2019	Hector Santos	500,000.00
			,		939-645-2403	
	24. PAX Group LLC	<ul><li>General (Full/New Construction</li></ul>	Construction House	2/27/2020	Marino Guastella	500,000.00
					787-224-1899	
CAR	25. Catala Ortiz, LLC	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	Not Available	Sheila Ortiz	500,000.00
WORK WORR	<u>-</u>				787-361-9015	
	26. ALICO Construction Services, LLC	■ General (Full/New Construction	Construction House	Not Available	Carlos H. Conde Valentin	500,000.00
					787-501-0978	
	27. RC GROUP LLC	<ul> <li>General (Full/New Construction</li> </ul>	Construction House	5/11/2020	Francisco Rodriguez Ema	500,000.00
					787-455-1388	
		<ul><li>Finishes</li></ul>			Orlando Matos	
		<ul><li>Civil/Site</li></ul>			787-383-1101	
	28. Barini Contractors Corp.	<ul> <li>Roofin waterproofing</li> </ul>	g/ roof	7/6/2020		500,000.00
		■ Repairs (Elect	:/ Plumb)			
		■ Finishes				
	29. Maridian Construction Group	■ General (Full/New Construction	Construction House	Not Available	Nestor Hernandez	500,000.00
L					787-378-0768	

1		■ Civil/Site works		Ivan Lara	
	30. Cils Construction	■ Repairs (Elect/Plumb)	Not Available	787-436-4038	500,000.00
		■ Finishes			300,000.00
		■ General Construction		Orlando Fortis	
	31. Fortis Construction	(Full/New House Construction	Not Available		500,000.00
		Construction		020 200 0072	
-				939-268-0672	
		■ Demolition		Wilfredo Torres	
		■ Civil/Site Work		787-345-1431	
	32. T & O Project Management	<ul><li>Roof Waterproofing</li></ul>	5/13/2020		500,000.00
		■ Repairs (Elect/Plumb)			
		■ Finishes			
		1100,033889		147	
		■ General Construction		Juan Jose Buso	
	33. C & S Quality Group	(Full/New House	Not Available	Judit Jose Buso	500,000.00
k	-	Construction		707 470 7744	
ŀ		= Chall/Cita		787-473-7741	
	34. Father & Son	■ Civil/ Site		Kenneth Lopez	
	Construction Corp	= Renairs (Flect) Pilimb)	Not Available	787-685-4878	500,000.00
		■ Finishes			
		■ Concrete Work		Carlos Morales	
	35. Machuant Group	■ Repairs (Elect/Plumb)	6/10/2020	787-528-8256	500,000.00
		■ Finishes			000,000.00
		7.0			***
	26 USE Development	■ General Construction		Erick Santiago	
	36. H&E Development, LLC	(Full/New House Construction	3/10/2020	Eller Sallando	500,000.00
		Construction		707 752 4207	
-		■ Civil/Site work		787-763-1307 Ricardo Arana	
		■ Civil/Site work			
	37. Spyder Construction	<ul><li>Repairs (Elect/Plumb)</li></ul>	7/24/2020	787-407-1313	500,000.00
		■ Finishes			
		■ Civil/Site work		Jose Arroyo	
	38. ARK Solution Group	■ Concrete work	7/12/2020	939-216-6941	
	LLC	■ Repairs (Elect/Plumb)	7/13/2020		500,000.00
		■ Finishes			
ш					

	39. OTCO Group LLC	■ Demolitions ■ Civil/Site Works ■ Concrete work ■ Roofing/Roof Waterproofing ■ Repairs (Elect/Plumb) ■ Finishes	5/26/2020	Joel Otero 787-614-4460	500,000.00
	40. Grupo Serramal, Inc	■ Demolitions ■ Civil/Site Works ■ Repairs (Elect/Plumb) ■ Finishes	5/26/2020	Darwin Serrano 787-382-2946	500,000.00
CAR CAR WORK	41. Vazquez & Aviles Construction	■ Selective Demolition  ■ Civil/Site work  ■ Concrete Work  ■ Roof Waterproofing  ■ Repairs (Elect/Plumb)  ■ Finishes	7/27/2020	Neftali R Vazquez Gonzalez 787-966-5575	500,000.00
	42. JCD Engineering	■ General Construction (Full/New House Construction	7/13/2020	Juan C del Pino 787-787-7211	500,000.00
	43. Southwest Construction Group, LLC	■ Civil/Site Work ■ Concrete work	7/13/2020	Luis Burgos 787-505-8754	500,000.00
	44. EAS & Associates, PSC	■ CM's Internal Inspections (QA/QC) team	5/5/2020	Waldemar Nieves 787-637-5466	500,000.00
	45. ENCO Group, LLC	<ul><li>Civil/Site work</li><li>Concrete Work</li><li>Structural repair work</li></ul>	9/14/2020	Julio Soto 787-951- 6347	500,000.00
	46. Forth Construction PR LLC	■ Demolition	9/25/2020	Mario A Suarez 305-965- 6085	500,000.00
	47. Advisor Group General Contractors Corp	■ Civil/Site work ■ Concrete Work ■ Roof Waterproofing	9/25/2020	Modesto Estrada 939-454-4545	500,000.00

	■ Repairs (Elect/Plumb)			
	■ Finishes			
	■ Civil/Site work			
48. Alpha Recovery	<ul><li>Repairs (Electrical/ Plumbing)</li></ul>	10/21/2020	Luis Angel Borges 787-349 6764	500,000.00
	■ Finishes			
49. MACAD Contractors & Engineering Corp	■ General Construction (Full/New House Construction	10/226/2020	Ricardo Alvarado 787-221-9000	500,000.00
	■ Civil / Site work			3.00
	<ul><li>Demolition</li></ul>			
	■ Electrical			
50. Energy Homes	■ Finishes	2/2/2020	Sr. Lamela 787-603-2166	500,000.00
	■ Plumbing			
	■ Roof Waterproofing			
	■ Site/ Civil			
	■ Electrical	9/30/2020		
	■ Finishes		James Ugobono 787-810-	
51. US Contractors LLC	■ Mechanical		9135	500,000.00
	■ Plumbing			
	■ Concrete works			
	■ Demolition works			
	■ Civil/Site works			
	<ul> <li>Roofing/Roof</li> </ul>			
52. CS & M Group, LLC	waterproofing works	11/4/2020	Javier Rivera 787-453-2641	500,000.00
	■ Repairs (incl.Elct./Plumb)			220,222
	■ Finishes			
	■ Partial demolition works			
53. L & M Rivera	■ Debris removal and	11/4/2020	Angel L Rivera 939-218-3304	
Jos. La William	disposal	11, 1, 2020	7.0.60.2	500,000.00
	■ Civil/ Site works			
	■ Civil/Site works			
54. Samana	Repairs (incl. Elect./Plumb.)	11/3/2020	Alejandro Johnson 504-994-	
Construction			5836	500,000.00
	■ Finishes			
55. H & R Construction Corp	General Construction (Full/New House Construction	11/3/2020	Hector Luna 787-579- 2108	500,000.00
56. Enviro Tab, Inc	■ Demolition works ■ Civil/Site works	11/23/2020	Ruben Medina 787-869-7868	500,000.00

	57. MRT Construction Corp	<ul> <li>Cncrete works</li> <li>Roofing/Roof waterproofing works</li> <li>Repairs (incl. Elect/Plumb)</li> <li>Finishes</li> <li>Civil/Site works</li> <li>Concrete works</li> <li>Demolition</li> <li>Repairs (Incl. Electrical /Plumb)</li> <li>Finishes</li> </ul>	11/4/2020	Milton Varga 787-554-0087	500,000.00
	58. Navi Engineering	General Construction (Full/New House Construction	11/23/2020	Ivan Torres Sanchez 787-645- 3927	500,000.00
CAR CAR WORK	59. AM & Asociaddos	<ul> <li>Civil/Site works</li> <li>Demolition</li> <li>Concrete works</li> <li>Repairs (Incl. Electrical / Plumbing)</li> <li>Finishes</li> </ul>	11/4/2020	Alejandro Ray Mendez 787-723-1926	500,000.00
	60. Man Rod General Contractors Corp	<ul> <li>Civil/Site works</li> <li>Concrete works</li> <li>Roof/Roof waterproofing works</li> <li>Repairs (incl. Elect./Plumb.)</li> </ul>	11/17/2020	Manuel Rodriguez 787-516- 3662	500,000.00
	61. Rios Garage	<ul> <li>Finishes</li> <li>Civil/Site works</li> <li>Roofing/Roof waterproofing works</li> <li>Repairs ( incl. Electrical/Plumbing)</li> <li>Finishes</li> </ul>	12/7/2020	William Rios 787-514- 2670	500,000.00
	62. Gomez Enterprises, LLC	<ul> <li>Civil/Site works</li> <li>Demolition works</li> <li>Roofing / Roof waterproofing</li> <li>Repairs ( incl. Electrical/Plumbing)</li> <li>Finishes</li> </ul>	12/7/2020	Nestor Gomez 787-909-4288	500,000.00
	63. Bella Sofia Air Conditioner, Inc	■ Civil/Site works ■ Concrete works	11/23/2020	Alexander Perez 787-385-4006	500,000.00

	64. Roof Sealant & More	<ul> <li>Civil/Site works</li> <li>Demolition works</li> <li>Repair ( incl. Electrical/ Plumbing)</li> <li>Finishes</li> </ul>	12/8/2020	Jose Carrión 1522	787-597-	500,000.00
	65. ICG Group, LLC	General Construction (Full/New House Construction	11/30/2020	Wilson Nazario 461-9427	787-	500,000.00
	66. R. Miranda & Assoc, Inc	■ Civil/Site works ■ Demolition works ■ Concrete works ■ Roofing/ Roof waterproofing ■ Electrical ■ Finishes ■ Plumbing	12/7/2020	Ray Miranda 9914	787-384-	500,000.00
-	67. Central Waste Services, Inc	■ Demolition & Abatement (abatement / removal of hazardous materials) works.	12/7/2020	Jose J. Berrios	787-846-1010	500,000.00
	68. JPR Contractor, LLC	General Construction (Full/New House Construction	12/11/2020	Guillermo Lopez 0012	787-312-	500,000.00
	69. Titan Development Group, LLC	<ul> <li>Demolition works</li> <li>Civil/ Site works</li> <li>Roofing/ Roof Waterproofing</li> <li>Repairs (Incl. Elect./Plumb)</li> <li>Finishes</li> </ul>	1/20/2021	Daniel Vazquez 7	87-305-0244	500,000.00
- 1	70. Construcciones MAG LLC	■ General Construction (Full/New House Construction	1/13/2021	Miguel Garcia	787-377-0535	500,000.00
- 1	71. R.O.F. Construction, Corp	General Construction (Full/New House Construction)	2/10/2021	Ricardo Flores	787-223-1729	500,000.00
	72.PM Services	Roofing/Roof waterproofing works - Masonry works - Repairs (incl. Elec./Plumb.) - Finishes	2/25/2021	Francisco Ramos 2995	787-309-	500,000.00

73. Ortiz & Serra, LLC	Roofing/Roof waterproofing work - Repairs (incl. Elect./Plumb.) - Finishes	4/8/2021	Jose Ortiz 787- 614-3741	500,000.00
74. Head Engineering, Corp	General Construction (Full/New House Construction)	4/16/2021	Katty Rivera 787-396-3499	500,000.00
	■ Concrete Work, Electrical	1172312		
75. Diverse Business LLC	■ Finishes			
DBA Patria Construction	■ Mechanical & Plumbing	6/3/2021	patriaconstructionpr@gmail.com	500,000.00
	■ Roof Waterproofing Work			
	■ Civil/ Site works			
	■ Demolition works			
76. ARR Construction	Repairs (Incl. Elect./Plumb)	6/25/2021	Angel Rivas 787- 637-3764	500,000.00
	<ul> <li>Roofing/ Roof</li> <li>Waterproofing</li> </ul>			
<u> </u>	■ Other			
77. K A C Contractors & Maintenance	■ Finishes ■ Roofing/ Roof Waterproofing	6/25/2021	Agnes Vega 787- 677-7552	500,000.00
78. Calihawa Group Corporation	■ General Construction (Full/New House Construction)	6/25/2021	Harry Rosario 787-594-5954	500,000.00
79. 2A CONSTRUCTION INC	■ Full / New house construction	10/4/2021	Carlos R Morales 787-361-6367	500,000.00
80. OSORIO & ASOCIADOS LLC	<ul><li> Electrical</li><li> Finishes</li><li> Plumbing</li><li> Roof Weatherproofing</li></ul>	10/4/2021	Hector L. Osorio 787-226-3989	500,000.00
81. SRJ Painting LLC	■ Paint Works	9.23.2021	Arnaldo Reyes 787-308.5091	500,000.00
82. Cam Car Construction	■ General Construction (Full   New House Construction)		Jose Rodriguez 407-335-1336	500,000.00
83. Family Enviromental International LLC	■ Abatement, Demolition	11.3.2021		500,000.00

	84. Diverse Business LLC DBA Patria Construction and Project	<ul> <li>Approved for:- Concrete works- Roofing/Roof waterproofing works- Repairs (incl. Elect./Plumb., Mechanical)- Finishes</li> </ul>			500,000.00
	85. Benitez, Ramos & Associates, P.S.C.	■ Design & Engineering	11.10.2021		500,000.00
	86. JAN Construction, LLC	<ul> <li>- Demolition - Civil/Site - Roofing/Roof waterproofing</li> <li>- Repairs (incl. Elect./Plumb.)</li> <li>- Finishes</li> </ul>	Not Available	Jan Colon - 787-478-1240	500,000.00
	87. King Construction and Development LLC	<ul> <li>Approved for the following works/trades: Roofing/Roof waterproofing, Finishes, Demolition, Repairs (incl. Electrial and Plumbing)</li> </ul>	Not Available	Malcom Paine 787-354-7183	500,000.00
<u>CAR</u>	88. Marcelo Electric Inc.	General Construction (Full/New House Construction)	Not Available	Marcelo Davila 787-236-4845	500,000.00
WORK WORR	89. PAN GROUP LLC	General Construction (Full/New House Construction)	Not Available	Pedro Nieves 787-233-8190	500,000.00
	90. Pro Construction Inc	<ul> <li>Civil, Concrete, Repairs (Electrical/Plumbing),</li> <li>Finishes, Roof Water- proofing.</li> </ul>	Not Available	Gloria Cruz 787-400-5524	500,000.00
	91. BROOKS LAURENS	<ul> <li>General Construction (Full/New House Construction)</li> </ul>	Not Available	Bryan Ramirez 787-692-0170	500,000.00
	92. GM Construction, Inc.	■ General Construction (Full/New House Construction)	Not Available	Angel Grulion 787-644-0092	500,000.00
	93. Del Campo Construction, Inc.	■ General Construction (Full/New House Construction)	Not Available	Hipolito Pagan 787-502-9755	500,000.00
	94. YAC Construction Group, Corp.	■ General Construction (Full/New House Construction)	Not Available	Carlos Calderon 787-367-6538	500,000.00
	95. Royals Construction Corp.	■ Repairs (Civil, Concrete Work, Demolition, Electrical, Finishes, Mechanical, Plumbing, Roof Waterproofing Work)	Not Available	Jorge Rivera 787-515-2843	500,000.00
	96. NEPARQ	■ Full/New house construction	Not Available	Nestor Perez 787-528-5201	500,000.00

97. SE Contractors LLC  Finishes, Repairs (Electrical/Plumbing), Mechanical, Roof Water-Proofing.

Not Available

Eliud Serrano 787-548-7935

500,000.00

2. Neither the contractor nor any of its owners<sup>2</sup>, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's 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 subcontractors, 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.





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

FOMB POLICY APPENDIX C Contractor Certification Requirement Page 2/2

[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: Carlos Aldarondo Rivera

Senior Project Manager

Date: December 4, 2023

Signature:

<u>CAR</u>

WORR