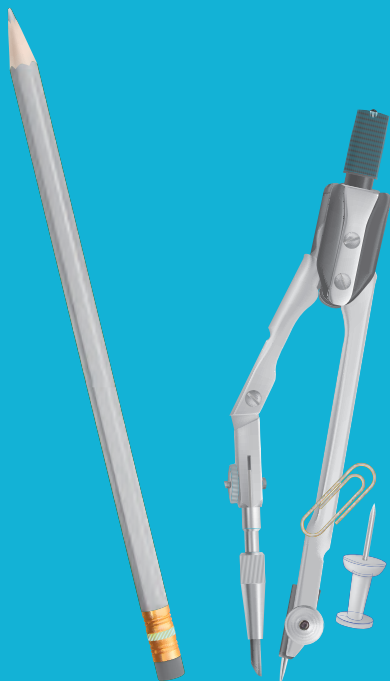




Tab 10



Certificate of Insurance Coverage

April 9, 2019

No.

**REVISED PROPOSAL SUBMITTAL FORM 7: CERTIFICATE OF INSURANCE COVERAGE**

**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL.**

**PROPOSER NAME:** CMA-CPM-CSA Joint Venture

**PROPOSER ADDRESS:** PO Box 9024051 San Juan, PR 00902-4051

**NAME OF SURETY:** Travelers

**NAME OF AGENT:** AON Risk Solutions of PR

**AGENT'S PHONE:** (787) 754-8787 ext. 4894 Office / (787) 410-6079 mobile

The undersigned hereby certifies that CMA - CPM - CSA Joint Venture (the "Proposer") and its subcontractor(s) ~~has or~~ will have the following insurance coverage, respectfully:

TYPE OF COVERAGE	MINIMUM LIMITS	POLICY OR BINDER NO.	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL/GENERAL LIABILITY OCCURRENCE /AGGREGATE	As per Part VII of RFP Refer to Tab 10	-	\$2MM W/8MM Umbrella	-
PRODUCTS AND COMPLETED OPERATIONS LIABILITY	As per Part VII of RFP REFER TO TAB 10	-	\$2MM	-
AUTOMOBILE LIABILITY	As per Part VII of RFP REFER TO TAB 10	-	\$2MM	-
EMPLOYERS' LIABILITY	As per Part VII of RFP REFER TO TAB 10	-	\$2MM	-
WORKER'S COMP	CONTRACTOR'S STATE & PUERTO RICO MINIMUM COMPENSATION	-	Statutory	-
PROFESSIONAL LIABILITY	As per Part VII of RFP REFER TO TAB 10	-	\$2MM / \$4MM	-
BID BOND	\$250,000	-	\$250,000	-

**See attached letter of Intent from AON**

Addenda #5

Page 5 of 7

April 9, 2019

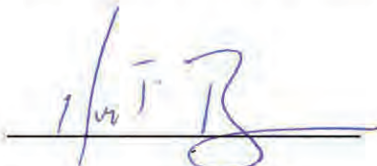
PAYMENT BOND	100% OF THE CONTRACT PRICE	Not Provided	Not Provided	Not Provided
--------------	----------------------------	--------------	--------------	--------------

**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL.** This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" *or*
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - (a) The Commonwealth of Puerto Rico, the Department of Education, all Commonwealth Departments, Agencies, Municipalities, Boards and Commissions, its officers, agents, servants, employees and volunteers are hereby named as Additional Insured.
  - (b) The policy(s) cannot be reduced or canceled without at least ninety (90) days' prior written notice to the Puerto Rico Department of Education.
  - (c) The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Puerto Rico Department of Education.
  - (d) The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

The successful Proposer will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to providing any services. This insurance coverage must be maintained throughout the term of the contract.

Signature:   
Name: Héctor J. Rivera  
Title: President  
Date: April 17, 2019

Addenda #5



April 22<sup>nd</sup>, 2019

Government of Puerto Rico  
Department of Education  
Po Box 190759  
San Juan PR 00919-0759

Re: RFP NO: PRDE (ER)-2019-02

We were able to obtain the required \$250,000 bid bond for “Program Management Services related to RFP No. PRDE (ER) 2019-02 of the Puerto Rico Department of Education”, to be submitted on Monday April 22, 2019. This bid bond clearly details that the Surety will not guarantee the execution of the Payment Bond required under the RFP Documents and Addendums.

CMA, CPM and CSA have an excellent experience with its sureties, which have a strong AM Best Rating and financial size. The reason behind not guaranteeing the execution of said Payment Bond, relies on the RFP Requirement and not on CMA-CPM-CSA performance and experience. Among these reasons are:

- Payment and Performance Bonds are typically required to general contractors in construction contracts, not in professional service contracts.
- At this point, the Surety cannot certify that they will provide a Payment Bond, because after several internal discussions, there’s not a clear obligation that could be covered with a payment bond, based on the obligations from proponent in this RFP.
- If the Program Manager will never “touch” the funds, then the payment bond has no purpose. If PRDE is looking for PMO’s accountability for recommending payments, that the PRDE believes shouldn’t have been approved or made, none of the bond types are the vehicle for that. Insurance is the right way to handle that.

We strongly suggest that this payment bond should be eliminated. Please do not hesitate to contact our offices to discuss.

Sincerely

Edna Rodriguez  
Account Executive



COLEGIO DE INGENIEROS Y AGRIMENSORES  
DE PUERTO RICO

PO BOX 363845 - SAN JUAN, PUERTO RICO 00936-3845  
TEL: (787) 758-2250 EXT. 201 • FAX (787) 758-7639  
presidente@ciapr.org  
www.ciapr.net

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**OFICINA DEL PRESIDENTE**

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22 de marzo de 2019

Lic. Omar J. Marrero  
Director Ejecutivo  
Oficina Central de Recuperación y Reconstrucción (COR3)  
PO Box 42001  
San Juan, PR 00940-2001

[Omar.marrero@p3.pr.gov](mailto:Omar.marrero@p3.pr.gov)  
[Brenda.quijano@p3.pr.gov](mailto:Brenda.quijano@p3.pr.gov)

Asunto: **Request for Proposal No: PRDE (ER)-2019-02**  
Program Management Services  
Puerto Rico Department of Education

Estimado Lic. Marrero,

El motivo de esta carta es traer a su atención un asunto que ha creado hondas preocupaciones entre nuestras compañías locales dedicadas a los servicios de ingeniería y agrimensura. Hemos recibido referidos de nuestros profesionales sobre Solicitudes de Propuestas (RFPs) de varias dependencias gubernamentales que reflejan condiciones sumamente limitantes a la participación de nuestras empresas en el proceso de reconstrucción, y cuyas consecuencias deben ser de su conocimiento. Siendo el COR3, la oficina de mayor jerarquía el proceso de reconstrucción de Puerto Rico, traemos a usted el asunto con miras a que se atienda de forma centralizada y ágil.

Tanto el Departamento de Educación (en su RFP # PRDE(ER)-2019-02, Pág. 26 de 93), como la Junta de Planificación (en su RFP # HMGP 4339-0001-PR, Pág. 23 de 47) han incluido en sus Solicitudes de Propuestas, lenguaje como el que sigue:

*"All existing consultants, contractors, and subcontractors of the Public-Private Partnership Authority ("P3") and the COR3 are precluded from responding to the RFPs. P3 Authority and COR3 consider that it is important to avoid any perceived and/or real unfair advantages or conflicts."*

*"Unidos Transformando el Colegio"*



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**OFICINA DEL PRESIDENTE**

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Esta condición afecta a las compañías locales que actualmente rinden servicios como subcontratistas de compañías multinacionales contratadas por COR3 y P3. El eliminar la posible participación de nuestras compañías de estas licitaciones por el solo hecho de ya estar involucrados en los trabajos de COR3 y/o P3 promoverá que sean compañías del exterior los únicos proponentes. Al ser seleccionadas, la consecuencia lógica es que estarán contratando recursos actualmente empleados por las compañías locales, afectando su capacidad de mantenerse a flote en una etapa sumamente crítica de nuestra recuperación económica.

Otro asunto relacionado es la aplicación de requisitos que a nuestro entender, no corresponden en el proceso de solicitudes de propuestas. El RFP del Departamento de Educación (PRDE (ER)-2019-02, pág. 36 de 93) incluye el requisito de *Payment & Performance Bonds* y el de *Bid Bond*. Estos requisitos se utilizan regularmente en proyectos de construcción y no en propuestas de servicios profesionales. La práctica es requerir seguros de responsabilidad profesional (*Professional Liability*) y otros seguros para cubrir posibles daños o incumplimiento.

Consideramos nuestra responsabilidad el traer a su atención las problemáticas antes descritas para su conocimiento, evaluación y acción correspondiente. Sabemos de su compromiso con promover las oportunidades de nuestras empresas locales, por lo cual agradeceremos se dé prioridad apremiante al asunto, gestionando las enmiendas que sean necesarias a estas solicitudes con los organismos gubernamentales correspondientes. Nos parece que se puede atender el legítimo interés de evitar los conflictos de interés en la contratación del gobierno sin incluir condiciones restrictivas de naturaleza tan generalizada.

Agradecería además nos conceda una audiencia a su más pronta conveniencia para dialogar sobre el particular y divisar formas de colaboración sobre éste y cualquier otro asunto relacionado a nuestros profesionales. Sería de gran utilidad que trabajemos juntos, asegurando el máximo de oportunidades a nuestros profesionales de la ingeniería y la agrimensura en el proceso de reconstrucción de Puerto Rico.

Cordialmente,

Ing. Pablo Vázquez Ruiz  
Presidente



April 15, 2019

Dear:

CMA-CPM-CSA Joint Venture has submitted herewith a Qualification Statement in response to the Project: "PRDE (ER) 2019-02 for Program Management Services".

As the liability Insurance Broker for CMA-CPM-CSA Joint Venture, Aon Risk Solutions of Puerto Rico, Inc. hereby certifies that it intends to provide all required insurance set forth in the event the prospective proponent is selected by Government of Puerto Rico &/Or The Puerto Rico Department of Education approval and execution of an agreement in response to the future Request for Proposal.

General Liability Policy -	\$2MM aggregate / \$2MM per occurrence / \$2MM products/ Completed
	\$2MM personal injury & advertising / \$100,000 fire damage
	\$10,000 medical expenses
Automobile Policy -	\$2MM limit / hired & non-owned / \$5,000 medical payments
Umbrella Policy -	\$8MM limit
Employers Liability	\$1M limit
Valuable Paper	\$150,000 limit
Professional Liability	\$2MM limit /\$4MM aggregate

Should you have any questions regarding this matter, please do not hesitate to contact us.

Cordially yours,

A handwritten signature in black ink, appearing to read "Maria Alejandro".

Maria Alejandro, CISR  
Senior Account Executive  
Commercial Line Unit  
(787) 282-4894  
maria.alejandro@aon.com

**CHUBB**

PUERTO RICO DEPARTMENT OF EDUCATION  
150 FEDERICO ACOSTA STREET 2ND FLOOR  
HATO REY, PR

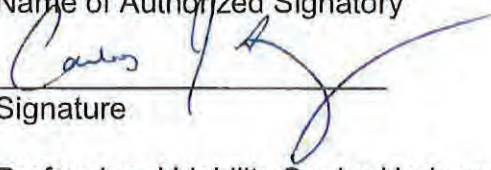
Dear Committee,

CMA-CPM-CSA Joint Venture has submitted herewith a Statement of Qualifications in response to the Request for Proposal (the RFP) for Professional Services related to Program Management Services: PRDE (ER)-2019-02.

The Insurance Company hereby certifies that it intends to provide the required insurance, after completion of underwriting process, in the event the prospective Proponent is selected by the Committee for approval and execution of a Contract in response to the future Request for Proposal.

Chubb Insurance Company  
Name of Insurance Company

Carlos J. Rodríguez  
Name of Authorized Signatory

  
Signature

Professional Liability Senior Underwriter  
Title

PO Box 191249, San Juan, PR 00919-1249  
Insurance Company Mailing Address  
And Telephone Number (787) 274-4714



# EASTERN AMERICA INS. AGENCY, INC.

PO Box 193900 San Juan PR 00919-3900 - Metro Office Park, Marginal Kennedy, Caparra Heights, P.R. 00921

**INSURED:** CPM PR, LLC

**COMPANY:** CHUBB INSURANCE COMPANY OF PUERTO RICO

**POLICY NO.:** 41PR901137 / 47PR7022149

## HOLD HARMLESS AGREEMENT

**IT IS HEREBY UNDERSTOOD AND AGREED THAT CPM PR, LLC SHALL SAVE AND HOLD HARMLESS THE PUERTO RICO DEPARTMENT OF EDUCATION THE GOVERNMENT OF PUERTO RICO AGAINST ANY AND ALL CLAIMS ARISING FROM THE RISK, COVERAGE FOR WHICH IS PROVIDED UNDER THIS POLICY.**

**IT IS ALSO BEING UNDERSTOOD AND AGREED THAT THIS DOCUMENT SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE ABOVE MENTIONED POLICY.**

## 30 DAYS CANCELLATION CLAUSE

**IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE, THIRTY (30) DAYS WRITTEN NOTICE WILL BE GIVEN TO THE INSURED EXCEPT FOR NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE WILL BE GIVEN.**

## ADDITIONAL INSURED

**IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PUERTO RICO DEPARTMENT OF EDUCATION THE GOVERNMENT OF PUERTO RICO IS INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY WITH RESPECT TO THE REFERENCE PROJECT.**

**LIMITED TO: INSURED OPERATION ONLY.**

**RE: REQUEST FOR PROPOSAL (RFP): PRDE (ER) 2019-02 PROGRAM MANAGEMENT SERVICES.**

**ADDITIONAL INSURED: The Government of Puerto Rico, The Puerto Rico Department of Education, all governmental Departments, Agencies, Municipalities, Boards and Commissions, its officers, agents, servants, employees and volunteers.**

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

File 1298874  
Cert. # 406  
Prod. 206

**EASTERN AMERICA INS. AGENCY, INC.**

**PRODUCER** EASTERN AMERICA INSURANCE AGENCY  
P.O. BOX 193900  
SAN JUAN, PR 00919-3900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED** CPM PR, LLC.  
PO BOX 9024051  
SAN JUAN, PR 00902-4051

**INSURER A:** CHUBB INSURANCE COMPANY OF PUERTO RICO

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	41PR900817	10/15/2018	10/15/2019	EACH OCCURRENCE	\$ 2,000,000.00
					FIRE DAMAGE (Any one fire)	\$ 100,000.00
					MED EXP (Any one person)	\$ 5,000.00
					PERSONAL & ADV INJURY	\$ 2,000,000.00
					GENERAL AGGREGATE	\$ 2,000,000.00
					PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000.00	47PR7022149	10/15/2018	10/15/2019	EACH OCCURRENCE	\$ 10,000,000.00
					AGGREGATE	\$ 10,000,000.00
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY STOP GAP	41PR900817	10/15/2018	10/15/2019	W C STATUTORY LIMITS	OTHER \$
					E.L. EACH ACCIDENT	\$ 1,000,000.00
					E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000.00
					E.L. DISEASE-POLICY LIMIT	\$ 1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS LIMITED TO: INSURED OPERATION ONLY. / RE: EVIDENCE OF COVERAGE.

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

ADDITIONAL INSURED:  
CPM PR, LLC &/OR ETALS  
PO BOX 9024051  
SAN JUAN PR 00902-4051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

FILE # 1298874 CERT # 250 PROD # 206 BDR

AUTHORIZED REPRESENTATIVE  
EASTERN AMERICA INSURANCE AGENCY, INC.

**IMPORTANT**  
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**  
This Certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CERTIFICATE OF INSURANCE**

<b>Insured</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CPM PR, LLC &/OR CARIBBEAN PROJECT		
"SEE EXTENDED NAMED INSURED"		
PO BOX 9024051		
SAN JUAN, P.R. 00902-4051		<b>COMPANIES AFFORDING COVERAGE</b>
<b>Certificate Holder</b>		<b>Company Name</b>
CPM PR, LLC &/OR ETALS		MAPFRE PRAICO INSURANCE CO.
PO BOX 9024051		<b>Producer/ Authorized Representative</b>
SAN JUAN, P.R. 00902-4051		47372 - AON RISK SOLUTIONS OF PR, INC.

**Coverages**  
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS AND/ OR AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Policy Number	Effective Date	Expiration Date	Property Information	Location Description
	Date	Date		
<b>PROPERTY COVERAGE INFORMATION</b>			<b>Cause Of Loss</b>	<b>Amount Of Insurance</b>
<input type="checkbox"/>	Building Coverage			\$
<input type="checkbox"/>	Personal Property			\$
<input type="checkbox"/>	Other Coverage			\$

**Other**

GENERAL LIABILITY	Effective Date	Date	Limits Of Liability
Policy Number	Expiration Date	Date	
<input type="checkbox"/>	General Aggregate Limit		\$
<input type="checkbox"/>	Personal and Advertising Injury Limit		\$
<input type="checkbox"/>	Each Occurrence Limit		\$
<input type="checkbox"/>	Damage to Premises Rented to You (Any One Premises)		\$
<input type="checkbox"/>	Medical Expense Limit		\$
<input type="checkbox"/>	Products - Completed Operations Aggregate (Any One Person)		\$

AUTOMOBILE EXPOSURES	Effective Date	Date	Limits Of Liability
Policy Number	Expiration Date	Date	
<input checked="" type="checkbox"/>	Schedule Autos	October 15, 2018	<input checked="" type="checkbox"/> Combined \$ 2,000,000
<input type="checkbox"/>	Any Auto Liability		<input type="checkbox"/> Bodily Injury (Per Person) \$
<input checked="" type="checkbox"/>	Hired Automobile Liability		<input type="checkbox"/> Bodily Injury (Per Accident) \$
<input checked="" type="checkbox"/>	Non Owned Auto Liability		<input type="checkbox"/> Property Damage \$
<input type="checkbox"/>	Garagekeepers Legal Liability		<b>Deductible</b>
<input type="checkbox"/>	Comprehensive Form		<b>Limits Of Insurance</b>
<input type="checkbox"/>	Specified Perils		\$
<input type="checkbox"/>	Collision Coverage		\$

**Other** RE: EVIDENCE OF COVERAGE

EXCESS LIABILITY / UMBRELLA LIABILITY	EMPLOYER'S LIABILITY "STOP" GAP COVERAGE
Policy Number	Policy Number
Effective Date	Effective Date
Date	Date
Expiration Date	Expiration Date
Date	Date
<input type="checkbox"/>	Occurrence Excess Policy
General Aggregate	\$
Each Aggregate	\$
Self-Insured Retention	\$
Each Accident	\$
Disease - Policy Limit	\$
Disease - Each Employee	\$

**Cancellation**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL TO THE CERTIFICATE HOLDER WRITTEN NOTICE OF CANCELLATION AT LEAST 10 DAYS BEFORE THE EFFECTIVE DATE IF WE CANCEL FOR NON-PAYMENT OF PREMIUM; OR 30 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR ANY OTHER REASON. PROOF OF MAILING WILL BE SUFFICIENT PROOF OF NOTICE.

MAPFRE PRAICO INSURANCE COMPANY FILE: 3300232174 DATE: October 17, 2018 INITIALS: jls  
  
 COUNTERSIGNATURE MANAGER

### **IMPORTANT**

**If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


### **DISCLAIMER**

**This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number


Policy Number	Policy Changes Effective	Company
1225148004737	October 15, 2018	MAPFRE PRAICO INSURANCE CO.
<b>NAMED INSURED</b>		AUTHORIZED REPRESENTATIVE
CPM PR, LLC &/OR CARIBBEAN PROJECT "SEE EXTENDED NAMED INSURED"		
<b>COVERAGE PARTS AFFECTED</b>		
<b>THIRTY (30) DAY CANCELLATION NOTICE</b>		
It is hereby understood and agreed that in the event of cancellation of this policy, thirty (30) days written notice shall be given to:  CPM PR, LLC &/OR ETALS		
Prior said cancelation becomes in effect. This will apply only on cancellation requested by the company for other reasons that Non-Payment of Premium, additional premiums due or installments due under any premium financing agreement; under the above circumstances only ten (10) days notification will be given as per policy conditions.		
<b>All other terms and conditions of this policy remain unchanged.</b>		

PROD: 47372 AON RISK SOLUTIONS OF PR, INC.  
FILE: 3300232174

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGES**

Policy Change Number

Policy Number	Policy Changes Effective	Company
1225148004737	October 15, 2018	<b>MAPFRE PRAICO INSURANCE CO.</b>
<b>NAMED INSURED</b>		AUTHORIZED REPRESENTATIVE
CPM PR, LLC &/OR CARIBBEAN PROJECT "SEE EXTENDED NAMED INSURED"		
<b>COVERAGE PARTS AFFECTED</b>		
<b>HOLD HARMLESS AGREEMENT</b>		
<p>The contractor for itself, agents, employees, successor and assignees agree to save and hold harmless the owner from and against any and all covered claims, demands and/or suits whether judicial or extrajudicial for any cause whatsoever arising out or related to the execution of the contract described below, and its insurers shall defend the owner from such claims, demands and/or suits and shall bear all the expense for such defense contemplated within the coverage's and limits provided by this policy, except where such claims, demands and/or suits are due solely to the negligence of:</p> <p align="center">CPM PR, LLC &amp;/OR ETALS</p> <p>its officers, agents &amp;/or employees.</p> <p>This endorsement does not extended, modify, increase limits of, or otherwise alter the coverage provided by this policy.</p> <p><b>Description of Project or Contract:</b> RE: EVIDENCE OF COVERAGE</p>		
<b>All other terms and conditions of this policy remain unchanged.</b>		

PROD: 47372 AON RISK SOLUTIONS OF PR, INC.  
 FILE: 3300232174



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
**4/8/2019**PRODUCER  
**Marsh Saldaña, Inc.**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**CPM PR, LLC  
PO Box 9024051  
San Juan PR 00902**INSURERS AFFORDING COVERAGE****CHUBB INSURANCE COMPANY OF P.R.**  
PO BOX 191249  
SAN JUAN PR 00919-1249**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
					PERSONAL ADV INJURY	
					GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
					OTHER THAN EA ACC	
					AUTO ONLY : AGG	
	EXCESS LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
					RETENTION	
	WORKERS COMPENSATION					
	EMPLOYERS LIABILITY <input type="checkbox"/> STOP GAP				E.L EACH ACCIDENT	
					E.L DISEASE - EA EMPLOYEE	
					E.L DISEASE - POLICY LIMIT	
<b>X</b>	OTHER ERRORS & OMISSIONS	EO1028	04/12/2019	04/12/2020	LIMIT	5,000,000
					AGGREGATE	5,000,000
					DEDUCTIBLE	15,000

DESCRIPTION OF OPERATIONS/LOCATIONS,VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Evidence of Coverage**CERTIFICATE HOLDER: ADDITIONAL INSURED  INSURER LETTER** CPM PR, LLC &/OR ET/ALS  
PO BOX 9024051  
San Juan, PR 00902-4051**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(es) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in of such endorsement(s). If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**GOBIERNO DE PUERTO RICO**  
 Corporación del Fondo del Seguro  
 del Estado

**CERTIFICACION DE POLIZA DE SEGURO**  
**CERTIFICATE OF INSURANCE**

20190215230

**Código verificación electrónica**  
 Electronic verification code

**A: Departamento de Educación**  
 To:

**Dirección: P.O. Box 190759 San Juan, PR 00919**  
 Address:

**Certificamos que el patrono: CPM PR LLC**, con póliza **9312001666**  
 We hereby certify that the employer: \_\_\_\_\_, with policy number \_\_\_\_\_

**Cumple con los siguientes requisitos para la obtención de la cubierta para sus obreros o empleados,**  
 meets the following requirements to obtain coverage for his workers or employees,

**en caso de ocurrir un accidente del trabajo.**  
 in the event of a work accident.

- Rindió su declaración de nómina en: 18/07/2018**  
 Filed the payroll statement on:
- Su póliza cubre los siguientes riesgos:** a) 8601-353 ING ARQ QUIMICOS ANALITI  
 This policy covers the following risk or classifications: b) 8742-354 COBRADORES Y MENSAJEROS  
 c) 8810-350 OFICINISTAS DELINEANTES

- Pagó sus primas establecidas por el Administrador en:**  
 The premiums established by the SIFC Administrator were paid on:

SEMESTRES SEMESTER	FECHA DE VENCIMIENTO DUE DATE	FECHA DE PAGO DATE OF PAYMENT
1	20/08/2018 día mes año day month year	01/07/2018 día mes año day month year
2	20/01/2019 día mes año day month year	 día mes año day month year

- La póliza cubre la(s) siguiente(es) localidad(es):**  
 The following locations are covered by this policy:  
 a) Ave. Tnte. César González, esq. Calle Juan Calaf, Urb. Industrial Tres Monjitas Hato Rey PR 00917

- Observaciones: Administrador en la Notificación de Cobro.**  
 Observations: This Certificate requires payment on or before the due date established by the Administrator in the Premium Notice.  
**b) Esta Certificación se emite con el propósito de presentar una propuesta. No es válida para realizar trabajos.**  
 This Certificate is given with the purpose of submitting a proposal. It is not valid for working purposes.

- Esta notificación es válida hasta el 30 de junio de 2019.**  
 This certification is valid until until june 30 of: \_\_\_\_\_

Esta certificación no será válida sin el Código de Verificación Electrónica.  
 Favor de verificar la validez de esta Certificación usando el Código de Verificación Electrónica en www.cfse.gov.pr - Verificación de Certificación.

This certification is not valid without the Electronic Verification Code.  
 Please verify the validity of this Certification using the Electronic verification Code at www.cfse.gov.pr -Certificate Verification.



Generated electronically

17/04/2019

Fecha (día-mes-año)  
 Date (day-month-year)

# CERTIFICATE OF LIABILITY INSURANCE


<b>Producer:</b> MARSH SALDANA INC  <b>Code:</b> 0166 <b>Insured name:</b> CMA ARCHITECTS & ENGINEERS LLC &/OR 1509, INC  <b>Address:</b> PO BOX 11490  SAN JUAN PR 00922-1490	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.  <p style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></p> <b>Insurer A:</b> LIBERTY MUTUAL INSURANCE COMPANY <b>Insurer B:</b> UNIVERSAL INSURANCE COMPANY <b>Insurer C:</b> <b>Insurer D:</b>
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The policies of insurance listed below have been issued to the insured named above for the policy period indicating, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate must be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

	COVERAGES	POLICY NO	EFFECTIVE	EXPIRATION	LIMITS
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occur Gen'l aggreg limit applies per <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc	DGLPR695815-2	06/30/2018	06/30/2019	General Aggregate \$2,000,000 Products-Comp/Op Agg \$2,000,000 Personal & Adv Injury \$1,000,000 Each Occurrence \$1,000,000 Damage to your premises \$500,000 Med Exp (any one person) \$5,000
B	<b>Automobile Liability</b> <input checked="" type="checkbox"/> Any auto <input checked="" type="checkbox"/> Hired autos <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Non-owned autos	CA212501504-02	06/30/2018	06/30/2019	Combined Single Limit (ea accident) \$1,000,000 Bodily Injury (per person) \$0 Bodily Injur (per accident) \$0 Property Damage (per accident) \$0
	<b>Garage Liability</b> <input type="checkbox"/> Any auto				Auto Only-Ea Accident \$0 Other Than Ea Acc \$0 Auto Only: Agg \$0
A	<b>Excess Liability</b> <input checked="" type="checkbox"/> Occurrence Retention \$10,000	UMB1000264142-01	06/30/2018	06/30/2019	Each Occurrence \$10,000,000 Aggregate \$10,000,000
A	<b>Workers Compensation and Employers Liability Stop Gap</b>	DGLPR695815-2	06/30/2018	06/30/2019	<input type="checkbox"/> WC Statutory <input type="checkbox"/> Other E.L. Each Accident \$1,000,000 E.L. Disease-Ea Employee \$1,000,000 E.L. Disease-Policy Limit \$1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 ENGINEERING AND ARCHITECTURAL DESIGN SERVICES

**Certificate Holder**  Additional Insured; Mortgagee or Loss Payee: **CANCELLATION**

<p style="font-size: 2em; font-weight: bold;">SAMPLE</p> <p>File No: 1013143      User: JE</p>	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 60 days written notice to the certificate holder the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  <div style="text-align: center;">                       _____                      Overseas Insurance Agency                      MARIA S. LOZADA                      Authorized representative                 </div>
--	--

**INSURED: CMA ARCHITECTS & ENGINEERS LLC &/OR 1509, INC**

**POLICY NO: DGLPR695815-2, CA212501504-02, UMB1000264142-01**

It is hereby understood and agreed that the following endorsements are included to made part of this policy, with respect to: General Liability coverage part.

**HOLD HARMLESS AGREEMENT**

Subject to terms and conditions of this policy it is agreed that such insurance as is afforded by the Contractual Liability Coverage provided under the liability section of this policy and applicable only to the project mentioned below, the following agreement applies:

THE NAMED INSURED SHALL SAVE HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR HARM TO INDIVIDUALS AND PERSONS, AND DAMAGE TO PROPERTY CAUSE BY INSURED'S USE AND OCCUPANCY OF THE PREMISES COVERED BY THIS AGREEMENT AND ITS SURROUNDING, OR BY THE INSURED'S OPERATIONS, THE NAMED INSURED SHALL DEFEND ANY COURT ADMINISTRATIVE ACTION BROUGHT AGAINST:

**SAMPLE**

FOR THE AFORMENTIONED DAMAGES, INJURIES OR HARM AND SHALL PAY ANY COMPENSATION OR JUDGEMENT RESULTING THEREOF.

**CANCELLATION CLAUSE:**

It is hereby understood and agreed that in the event of cancellation of policy sixty (60) days written notice shall be given to:

**SAMPLE**

Prior to said cancellation becomes in effect. This will apply only on cancellation requested by the Company for other reason than non-payment of premium.

**ADDITIONAL INSURED:**

It is hereby understood and agreed that the following is included as Additional Insured and Loss Payee in this policy:

**SAMPLE**

**DESCRIPTION OF OPERATION:**

INSURANCE CERTIFICATION - PUERTO RICO FACILITIES

**OVERSEAS INSURANCE AGENCY, INC.**

Countersignature of Certificate constituted valid countersignature of this endorsement.



MARIA S. LOZADA  
Authorized representative

Name of Assured: **CMA ARCHITECTS & ENGINEERS LLC &/OR 1509, INC**

Policy Number(s): **DGLPR695815-2, CA212501504-02, UMB1000264142-01**

Effective: **06/30/2018 - 2019**

**WAIVER AND/OR RELEASE OF SUBROGATION**

THE RIGHTS SUBROGATION AGAINST AND/OR ANY PARTNER, OFFICER, INDIVIDUAL CONNECTED THERE WITH IS HEREBY WAIVED. THIS INSURANCE SHALL NOT BE INVALIDATED SHOULD THE INSURED WAIVE IN WRITING PRIOR TO A LOSS, ANY OR ALL RIGHTS OF RECOVERY AGAINST ANY PARTY FOR LOSS OCCURRING TO THE INSURED.

WITH RESPECT TO: **INSURANCE CERTIFICATION - SAMPLE**

ALL OTHER TERMS AND CONDITIONS ON THIS POLICY REMAIN UNCHANGED

**OVERSEAS INSURANCE AGENCY, INC.**



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MARIA S. LOZADA  
Authorized representative



April 9, 2019

No.

**REVISED PROPOSAL SUBMITTAL FORM 7: CERTIFICATE OF INSURANCE COVERAGE**

**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL.**

**PROPOSER NAME:** CSA part of the CMA CPM CSA Joint Venture

**PROPOSER ADDRESS:** 1511 Ave Ponce de Leon Suite 23 San Juan PR 00909

**NAME OF SURETY:**

**NAME OF AGENT:** José R. Milán, HUB International/ Carrión, Laffitte & Casellas

**AGENT'S PHONE:** 787-756-6578

The undersigned hereby certifies that CSA part of the CMA CPM CSA Joint Venture (the "Proposer") and its subcontractor(s) has or will have the following insurance coverage, respectfully:

TYPE OF COVERAGE	MINIMUM LIMITS	POLICY OR BINDER NO.	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL/GENERAL LIABILITY OCCURRENCE /AGGREGATE	As per Part VII of RFP Refer to Tab 10	CP81086187	\$2,000,000	12/31/2019
PRODUCTS AND COMPLETED OPERATIONS LIABILITY	As per Part VII of RFP REFER TO TAB 10	CP81086187	\$2,000,000	12/31/2019
AUTOMOBILE LIABILITY	As per Part VII of RFP REFER TO TAB 10	CA46092321	\$1,000,000 CSL	12/31/2019
EMPLOYERS' LIABILITY	As per Part VII of RFP REFER TO TAB 10	CP81086187	\$1,000,000	12/31/2019
WORKER'S COMP	CONTRACTOR'S STATE & PUERTO RICO MINIMUM COMPENSATION			
PROFESSIONAL LIABILITY	As per Part VII of RFP REFER TO TAB 10	EO2177	\$5,000,000	07/21/2019
BID BOND	Will be submitted by CMA CPM CSA Joint Venture			

Addenda #5

Page 5 of 7

April 9, 2019

PAYMENT BOND	100% OF THE CONTRACT PRICE			
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**PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSER PROPOSAL.** This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" *or*
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - (a) The Commonwealth of Puerto Rico, the Department of Education, all Commonwealth Departments, Agencies, Municipalities, Boards and Commissions, its officers, agents, servants, employees and volunteers are hereby named as Additional Insured.
  - (b) The policy(s) cannot be reduced or canceled without at least ninety (90) days' prior written notice to the Puerto Rico Department of Education.
  - (c) The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Puerto Rico Department of Education.
  - (d) The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

The successful Proposer will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to providing any services. This insurance coverage must be maintained throughout the term of the contract.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Addenda #5

# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)  
04/17/2019

**Producer**  
CARRION LAFFITTE & CASELLAS  
TRIPLE-S INSURANCE AGENCY  
P.O. BOX 360838  
SAN JUAN PR 00936-0838

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

Company A	TRIPLE-S PROPIEDAD
Company B	
Company C	
Company D	

**Insured**  
CSA ARCHITECTS & ENGINEERS LLP  
&/OR CSA HOLDINGS INC  
CSA PLAZA 1064 PONCE DE LEON AVE 4TH FL  
SANTURCE PR 00907

**COVERAGE**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co LTR	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Constructor's Prot <input type="checkbox"/> _____ <input type="checkbox"/> _____	CP81086187	12/31/2018	12/31/2019	General Aggregate	\$ 2,000,000.00
					Products-Comp/OP Agg	\$ 2,000,000.00
					Personal & Adv Injury	\$ 2,000,000.00
					Each Occurrence	\$ 2,000,000.00
					Fire Damage (Any one Fire)	\$ 100,000.00
					Med Exp (Any one person)	\$ 10,000
A	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____ <input type="checkbox"/> _____	CA-46092321	12/31/2018	12/31/2019	Combined Single Limit	\$ 1,000,000.00
					Bodily Injury (Per Person)	\$
					Bodily Injury (Per Accident)	\$
					Property Damage Deductible	\$
Garage Liability						
<input type="checkbox"/> Any Auto <input type="checkbox"/> _____ <input type="checkbox"/> _____						
Excess liability						
<input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form						
A	Employer's Liability Stop GAP	CP81086187	12/31/2018	12/31/2019	General Aggregate	\$ 1,000,000.00
					El Each Accident	\$ 1,000,000.00
					El Disease	\$ 1,000,000.00
					El Disease - EA Employee	\$ 1,000,000.00
Other						
\$ \$ \$						

**Description of Operations/Location/Vehicles/Special Items**  
Re: Proposal for the Department of Education

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
THE COMMONWEALTH OF PUERTO RICO, THE DEPARTMENT OF EDUCATION, ALL COMMONWEALTH DEPARTMENTS, AGENCIES, MUNICIPALITIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS PO BOX 190759 SAN JUAN PR 00919-0759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

4/17/2019

## PRODUCER

Carrión, Laffitte &amp; Casellas, Inc.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

CSA ARCHITECTS &amp; ENGINEERS, LLP

CSA PLAZA SUITE 500  
1064 PONCE DE LEON AVENUE  
San Juan PR 00907

## INSURERS AFFORDING COVERAGE

CHUBB INSURANCE COMPANY OF P.R.  
PO BOX 191249  
SAN JUAN PR 00919-1249

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				EACH OCCURRENCE	
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
					PERSONAL ADV INJURY	
					GENERAL AGGREGATE	
					PRODUCTS-COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
					OTHER THAN EA ACC	
					AUTO ONLY: AGG	
	EXCESS LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
					RETENTION	
	WORKERS COMPENSATION					
	EMPLOYERS LIABILITY <input type="checkbox"/> STOP GAP				E.L EACH ACCIDENT	
					E.L DISEASE - EA EMPLOYEE	
					E.L DISEASE - POLICY LIMIT	
<b>X</b>	OTHER ERRORS & OMISSIONS	EO2177	07/21/2018	07/21/2019	LIMIT	5,000,000
					AGGREGATE	5,000,000
					DEDUCTIBLE	75,000

DESCRIPTION OF OPERATIONS/LOCATIONS.VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Proposal for the Department of EducationCERTIFICATE HOLDER: ADDITIONAL INSURED  INSURER LETTER 

## CANCELLATION

The Commonwealth of Puerto Rico, the Department of Education, all Commonwealth Departments, Agencies, Municipalities, Boards and Commissions, its officers, agents, servants, employees and volunteers

P.O. Box 190759  
San Juan, PR 00919-0759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(es) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in of such endorsement(s). If SUBROGATIONS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

This endorsement, effective **04/17/2019** forms a part of policy **CP81086187**

Issued to: **CSA ARCHITECTS & ENGINEERS LLP &/OR CSA HOLDINGS INC**

By **TRIPLE-S PROPIEDAD**

**HOLD HARMLESS AGREEMENT**

THE NAMED INSURED, FOR ITSELF, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS AGREE TO SAFE AND HOLD HARMLESS THE OWNER FROM AND AGAINST CLAIMS, DEMANDS AND/OR SUITS WHETHER JUDICIAL OR EXTRA JUDICIAL ARISING OUT OF OR RELATED TO THE EXECUTION OF THE PROJECT DESCRIBED BELOW AND COVERED UNDER COMMERCIAL GENERAL LIABILITY SECTION OF THIS POLICY. THE INSURER SHALL DEFEND THE OWNER FROM SUCH CLAIMS, DEMANDS AND/OR SUITS AND SHALL BEAR ALL THE EXPENSES FOR SUCH DEFENSE CONTEMPLATED WITHIN THE COVERAGES AND LIMITS PROVIDED BY THE POLICY, EXCEPT WHERE SUCH CLAIMS, DEMANDS AND/OR SUITS ARE DUE TO THE NEGLIGENCE OF THE ADDITIONAL INSURED &/OR CERTIFICATE HOLDER &/OR OWNER.

THIS HOLD HARMLESS AGREEMENT DOES NOT EXTEND, MODIFY, INCREASE LIMITS OF, OR OTHERWISE ALTER THE COVERAGE PROVIDED BY THIS POLICY.

**ADDITIONAL INSURED**

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE OWNER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, OF THESE PERSONS OR ENTITIES ARE INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY BUT ONLY WITH RESPECT TO THE REFERENCE PROJECT AND AS PER ISO FORM CG2010 07-04 ATTACHED.

**CANCELLATION CLAUSE**

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION, THIRTY (30) DAYS PRIOR WRITTEN NOTICE SHALL BE GIVEN EXCEPT FOR NON-PAYMENT OF PREMIUM IN WHICH CASE TEN (10) DAYS PRIOR WRITTEN NOTICE SHALL BE GIVEN.

**OWNER: THE COMMONWEALTH OF PUERTO RICO, THE DEPARTMENT OF EDUCATION, ALL COMMONWEALTH DEPARTMENTS, AGENCIES, MUNICIPALITIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS**

**Re: Proposal for the Department of Education**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

  
\_\_\_\_\_  
Authorized Representative

This endorsement, effective **04/17/2019** forms a part of policy No **CA46092321**

Issued to: **CSA ARCHITECTS & ENGINEERS LLP &/OR CSA HOLDINGS INC**

By **TRIPLE-S PROPIEDAD**

**ADDITIONAL INSURED**

IT IS HEREBY UNDERSTOOD **THE COMMONWEALTH OF PUERTO RICO, THE DEPARTMENT OF EDUCATION, ALL COMMONWEALTH DEPARTMENTS, AGENCIES, MUNICIPALITIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS** THE AS ARE INCLUDED AS ADDITIONAL INSURED UNDER THIS POLICY.

**CANCELLATION CLAUSE**

IT IS HEREBY UNDERSTOOD AND **THE COMMONWEALTH OF PUERTO RICO, THE DEPARTMENT OF EDUCATION, ALL COMMONWEALTH DEPARTMENTS, AGENCIES, MUNICIPALITIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS** THE IN THE EVENT OF CANCELLATION THIRTY (30) DAYS PRIOR WRITTEN NOTICE SHALL BE GIVEN EXCEPT FOR NON-PAYMENT OF PREMIUM IN WHICH CASE TEN (10) DAYS PRIOR WRITTEN NOTICE SHALL BE GIVEN.

**Re: Proposal for the Department of Education**

All other terms and conditions of this policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative



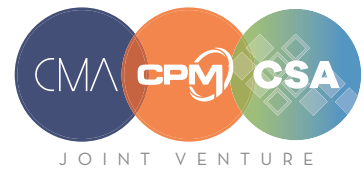
**DE**

**PUERTO RICO**  
DEPARTMENT OF EDUCATION

# Copy of Filed Letter of Intent

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## Tab 11





PLAN POSITIVIDAD



# Tab 11

## Copy of Filed Letter of Intent

**PROPOSAL SUBMITTAL FORM 8: LETTER OF INTENT TO SUBMIT A PROPOSAL**

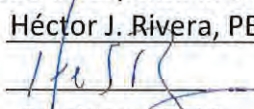
**PROPOSERS ARE REQUIRED TO SUBMIT A LETTER OF INTENT NO LATER THAN 4:00 P.M., April 15, 2019. FAILURE TO DELIVER A LETTER OF INTENT BY THE DEADLINE SHALL RESULT IN AUTOMATIC DISQUALIFICATION FROM PARTICIPATION IN THE COMPETITIVE PROCESS.**

CMA-CPM-CSA JV (the "Proposer") has received a copy of **RFP NO. PRDE(ER)-2019-02 for program management services** (the "RFP" issued by the Puerto Rico Department of Education. I, the undersigned, in my capacity as Representative of the Proposer, am duly authorized to submit this Letter of Intent on behalf of Proposer, and to designate the following person to act on behalf of the Proposer as its principal contact in connection with the RFP.

**PRINCIPAL CONTACT:**

Name: Francisco Martínez Ubarri / Jorge A. Tirado  
Title: BD Manager, CPM / Managing Partner, CMA  
Address: PO Box 9024051  
San Juan, PR 00902-4051  
Office Phone: (787) 999-4000 / (787) 792-1509  
Cell Phone: (787) 473-3040 / (787) 615-0912  
Email: fmartinez@cpmintl.com / jtirado@cmapr.com

I hereby acknowledge receipt of the RFP and any addenda thereto, and certify that it is the intent of the Proposer to submit a proposal in response to the RFP. f

Signature: Héctor J. Rivera, PE, Esq.  
  
Name/Title: President, CPM  
Date: 4/3/2019

**LETTERS OF INTENT ARE TO BE ADDRESSED AND EMAILED TO**

**Oswaldo Guzmán**  
Undersecretary of Administration  
[recovery@de.pr.gov](mailto:recovery@de.pr.gov)



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DEPARTMENT OF EDUCATION

# Disclosure of Recent Letter of Intent

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## Tab 12



JOINT VENTURE





Tab 12 - Disclosure  
of Recent Legal Actions

# Tab 12

## Disclosure of Recent Legal Actions





**TAB 12 Recent Legal Actions**

**CPM PR LLC**

There are no active legal cases.

Recently closed cases include the following:

1. Instrumentation Services Inc. vs. PRASA, CPM, et al. Year 2014. Civil # KAC-2014-0334 (905)

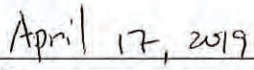
The case is about the contractual and tort claims by Instrumentation Services Inc (INSCO). Plaintiff requested the Substantial Completion Acceptance for the first milestone of the Project and it was denied by CPM and PRASA. The controversy was if the project (North Region) was substantially completed or not by the Contractor on the requested date. PRASA and INSCO agreed on a transaction.

2. Hilda Valentín González v. AFI, Ferrovial, CPM and others (804-1656370)

The case is about the tort claims from Hilda Valentín who suffered an accident in "Parque del Litoral, Mayagüez" on July 21, 2010. The parties agreed on a transaction by a nominal amount of money.

The undersigned, after reasonable inquiry and investigation, has no knowledge of any action, suit, proceeding, or material claim or investigation pending or threatened against **CPM PR LLC** in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect **CMA-CPM-CSA Joint Venture's** ability, or the ability of its subcontractor(s), to perform the services described in its proposal at the prices set forth in its price proposal.

  
 Proposer Authorized Representative

  
 Date





## TAB 12 Recent Legal Actions

### CMA Architects & Engineers LLC

There are no active legal cases.

Recently closed cases include the following:

1. Estancia Twelve LLC vs. CMA Architects & Engineers Civil No. DAC2017-0189 / AEA 07440

The case is about the contractual and tort claims by Estancia Twelve LLC. The plaintiffs' contractor did not build part of the main house's roof in accordance with CMA's plans and specifications, thus causing remedial work to be undertaken at additional expense and delays on the project execution. The case was closed on March 2019

2. José E. Pamías Succession et la. V. Luis Jimenez et al. v ACT, Metropistas, CMA & others Civil No. DDP 2014-0606 AEA 07362

The case is about the tort claims from relatives of a family who were part of a car accident in highway PR-5. The court dismissed CMA from the case and it was closed on Feb 2019.

The undersigned, after reasonable inquiry and investigation, has no knowledge of any action, suit, proceeding, or material claim or investigation pending or threatened against **CMA Architects & Engineers LLC** in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect **CMA-CPM-CSA Joint Venture's** ability, or the ability of its subcontractor(s), to perform the services described in its proposal at the prices set forth in its price proposal.

  
Proposer Authorized Representative

  
Date





**TAB 12 Recent Legal Actions**

**CSA Architects & Engineers, LLP**

- TEC General Contractors, Corp. v. Autoridad de Energia Electrica v. CSA Architects & Engineers, LLP, Caso Num. KAC 2010-0833 (505) Tribunal de Primera Instancia, Sala Superior de San Juan. This case was brought by a contractor, TEC General Contractors, Corp. (TEC"), seeking additional payments for costs incurred in carrying out a construction project for Autoridad de Energia Electrica ("PREPA"). TEC alleged, among other things, that the project was not constructible as designed, which resulted in the additional costs. Because CSA designed the project, PREPA joined CSA as a third-party defendant alleging that any design deficiencies would be the responsibility of CSA. A bench trial was held in October and November of 2015, and the court found for plaintiff and against CSA. CSA has appealed this decision to the Puerto Rico Court of Appeals where the matter is currently pending. The Court of Appeals has stayed the case due to PREPA's bankruptcy.
- Soletanche, Inc. v. L.P.C.&D, Autoridad de Acueductos y Alcantrillados de Puerto Rico, CSA Group, Inc., et al., Caso Num. KAC 2006-8443(508), Tribunal de Primera Instancia, Sala Superior de San Juan. This case was brought by a contractor seeking additional payments for cost incurred in carrying out a construction project for Autoridad de Acueductos Y Alcantrillados de Puerto Rico ("PRASA"). CSA provided certain construction administration services to PRASA.
- Lawes v. Q.B. Construction, et al., Civil No. 12-1473 (DRD) in the United States District Court for the District of Puerto Rico. This case is an action for personal injuries by Grandvill D. Lawes. Mr. Lawes incurred substantial personal injuries when struck by a motor vehicle while crossing the street in a construction zone during the night of October 22, 2011. CSA designed the traffic control plans for the construction site. CSA does not believe that there is any deficiency in its plans that contributed to the accident involving Mr. Lawes. The case went to trial in 2016. In September 2016, prior to the conclusion of the trial, the Judge, Hon. Daniel R. Dominguez, granted defendants' motion for a Judgment as a Matter of Law, dismissing plaintiff's case with prejudice. Following, the dismissal of the case, all of the defendants other than CSA settled with plaintiff. Plaintiff has appealed the Judgment. The appeal is currently pending with the United States Court of Appeals for the Second Circuit.
- Verner Johnson, Inc. v. CSA Architects & Engineers, LLP and Municipality of Caguas, Civil Action No. 10-cv-01123-CCC, in the United States District Court for the District of Puerto Rico. This is a case brought by a subcontractor of CSA, Verner Johnson, Inc. ("Verner Johnson"). Verner Johnson sought amounts allegedly due under a subcontract for work performed in connection with a prime contract between CSA and the Municipality of Caguas. This case was settled in 2018.
- Oil Energy System, Inc. v. CSA Architects and Engineers, LLP, Caso Num SJ2017cv01896, Tribunal de Primera Instancia, Sala Superior de San Juan. This case was brought by an unsuccessful applicant for certain incentives from the Puerto Rico Office of Public Energy Policy, under a program for which CSA provided certain program administration support services.

The undersigned, after reasonable inquiry and investigation, has no knowledge of any action, suit, proceeding, or material claim or investigation pending or threatened against **CSA Architects & Engineers, LLP** in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect **CMA-CPM-CSA Joint Venture's** ability, or the ability of its subcontractor(s), to perform the services described in its proposal at the prices set forth in its price proposal.

  
Proposer Authorized Representative

4/22/19  
Date





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DEPARTMENT OF EDUCATION

# Hold Harmless & Indemnification Agreement

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## Tab 13





A-21

A-21

A-11



Tab 13 - Hold Harmless  
& Indemnification  
Agreement

# Tab 13



## Hold Harmless & Indemnification Agreement



**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (TAB 13)**

**RFP NO. PRDE (ER)-2019-02 FOR PROGRAM MANAGEMENT SERVICES**

The **CMA – CPM – CSA Joint Venture** agrees to protect, defend, indemnify, save, and hold harmless, the Government of Puerto Rico, the Puerto Rico Department of Education, all State Departments, Municipalities, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of **CMA – CPM – CSA Joint Venture**, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by **CMA – CPM – CSA Joint Venture** as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Government of Puerto Rico, the Puerto Rico Department of Education, all State Departments, Municipalities, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers.

**CMA – CPM – CSA Joint Venture** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The Government of Puerto Rico and/or the Puerto Rico Department of Education may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Signature: \_\_\_\_\_  
*Hector Javier Rivera*

Title: \_\_\_\_\_  
*President*

Print Name: \_\_\_\_\_  
*Hector Javier Rivera*

Date: \_\_\_\_\_  
*April 17, 2019*



**DE**

**PUERTO RICO**  
DEPARTMENT OF EDUCATION

# W-9 Taxpayer Identification Number & Certification (IRS)

## Tab 14







Tabo 14 - W-9 Taxpayer  
Identification Number  
& Certificate



Tab 14

W-9 Taxpayer  
Identification  
Number  
& Certification  
(IRS)

**Certificate of Status of Beneficial Owner for  
 United States Tax Withholding and Reporting (Entities)**

OMB No. 1545-1621

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.  
 ▶ Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
 ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

**Do NOT use this form for:**

**Instead use Form:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8BIMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8BIMY

**Part I Identification of Beneficial Owner**

<b>1</b> Name of organization that is the beneficial owner <u>CMA-CPM-CSA Joint Venture, LLC</u>	<b>2</b> Country of incorporation or organization <u>Puerto Rico</u>
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**3** Name of disregarded entity receiving the payment (if applicable, see instructions)

**4** Chapter 3 Status (entity type) (Must check one box only):

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Government
<input type="checkbox"/> Complex trust	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III.  Yes  No

**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).  <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.  <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.  <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input checked="" type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

**Corporate Office Park, CPM Plaza 44 Road 20 Suite 201**  
 City or town, state or province. Include postal code where appropriate. Country  
PR

**7** Mailing address (if different from above)  
Guaynabo, PR 00966-3326

**PO Box 9024051**  
 City or town, state or province. Include postal code where appropriate. Country  
PR

<b>8</b> U.S. taxpayer identification number (TIN), if required <u>66-0921473</u>	<b>9a</b> GIIN	<b>b</b> Foreign TIN
--	----------------	----------------------

**10** Reference number(s) (see instructions)

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI.       Reporting Model 1 FFI.       U.S. Branch.
- Participating FFI.       Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any) \_\_\_\_\_

**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a**  The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.
- b**  The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- |  |   |
|--|---|
| <input type="checkbox"/> Government                                  | <input type="checkbox"/> Company that meets the ownership and base erosion test                         |
| <input type="checkbox"/> Tax exempt pension trust or pension fund    | <input type="checkbox"/> Company that meets the derivative benefits test                                |
| <input type="checkbox"/> Other tax exempt organization               | <input type="checkbox"/> Company with an item of income that meets active trade or business test        |
| <input type="checkbox"/> Publicly traded corporation                 | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> Other (specify Article and paragraph): _____                                   |
- c**  The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):  
 The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part IV Sponsored FFI**

- 16** Name of sponsoring entity: \_\_\_\_\_
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

**Part V Certified Deemed-Compliant Nonregistering Local Bank**18  I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19  I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21  I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22  I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23  I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a  (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

**Part X Owner-Documented FFI (continued)****Check box 24b or 24c, whichever applies.**

- b**  I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c**  I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable (optional, see instructions).**

- d**  I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a**  (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b**  Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c**  Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**26  I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a  Model 1 IGA or a  Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is:  U.S.  Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**27  I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

28a  I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).b  I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

Check box 29a, b, c, d, e, or f, whichever applies.

29a  I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b  I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c  I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans (continued)**

- d  I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e  I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f  I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30  I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31  I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32  I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33  I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34  I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

35  I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

36  I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

Check box 37a or 37b, whichever applies.

37a  I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

b  I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

38  I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

39  I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

40a  I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b  I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c  I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CPM PR, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b></p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ►</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 9024051</b></p> <p><b>6</b> City, state, and ZIP code <b>San Juan, PR 00902-4051</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional) <b>Puerto Rico Department of Education 150 Federico Acosta Street 2nd Floor Urb. Industrial Tres Monjitas, Hato Rey, PR</b></p>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
6	6		0	5	3	2	6	8	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>Omar Melendez</i>	Date ► <i>4/17/19</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CMA Architects & Engineers LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1509 FD Roosevelt Avenue STE 200**

**6** City, state, and ZIP code  
**Guaynabo, PR 00968**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-						
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or

**Employer identification number**

6	6	-	0	5	8	9	4	4	3
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ►     Date ► 4/04/19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>CSA Architects &amp; Engineers, LLP</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>1511 Ponce de Leon Avenue, Suite 23</b></p> <p><b>6</b> City, state, and ZIP code  <b>San Juan, PR 00909</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)  <b>PUERTO RICO DEPARTMENT OF EDUCATION</b>  <b>150 Federico Acosta Street, 2nd Floor</b>  <b>Urb. Tres Morjitas, Hato Rey, PR</b></p>

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
6	6	-	0	3	7	8	9	0	4

### Part II Certification

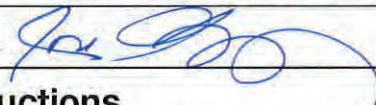
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶



Date ▶ **April 16, 2019**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**PUERTO RICO**  
DEPARTMENT OF EDUCATION

Reserved for future use per Addenda 3 Answer to question Num. 3

## Tab 15



JOINT VENTURE



TUS VALORES CUE  
CONFIABILIDAD

RESPECTO

RESPONSABILIDAD

JUSTICIA





# Tab 15



Reserved for future  
use per Addenda 3  
Answer to question  
Num. 3



**DE**

**PUERTO RICO**  
DEPARTMENT OF EDUCATION

# Project Plan & Deployment Schedule (Mandatory)

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## Tab 16



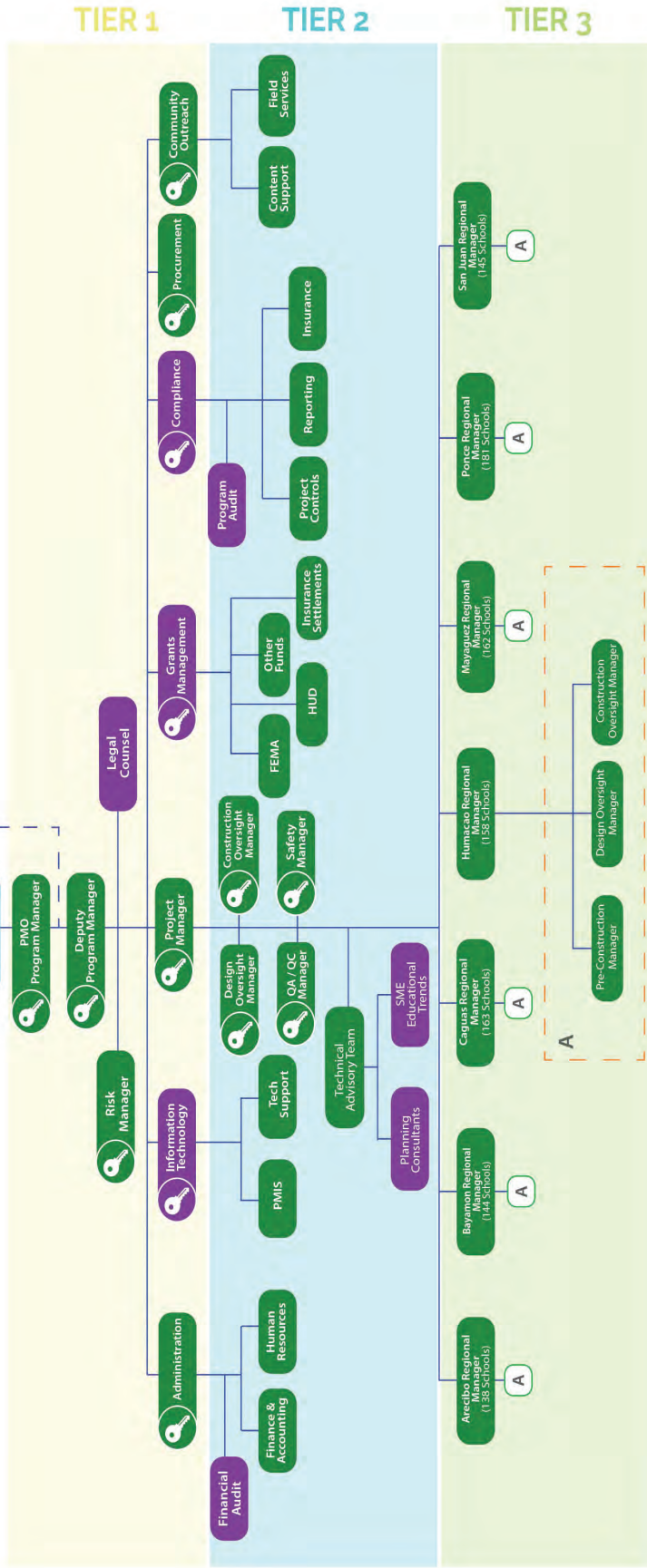
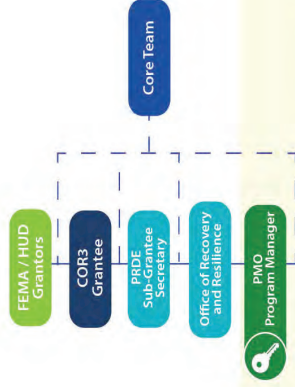




# Tab 16

## Project Plan & Deployment Schedule (Mandatory)

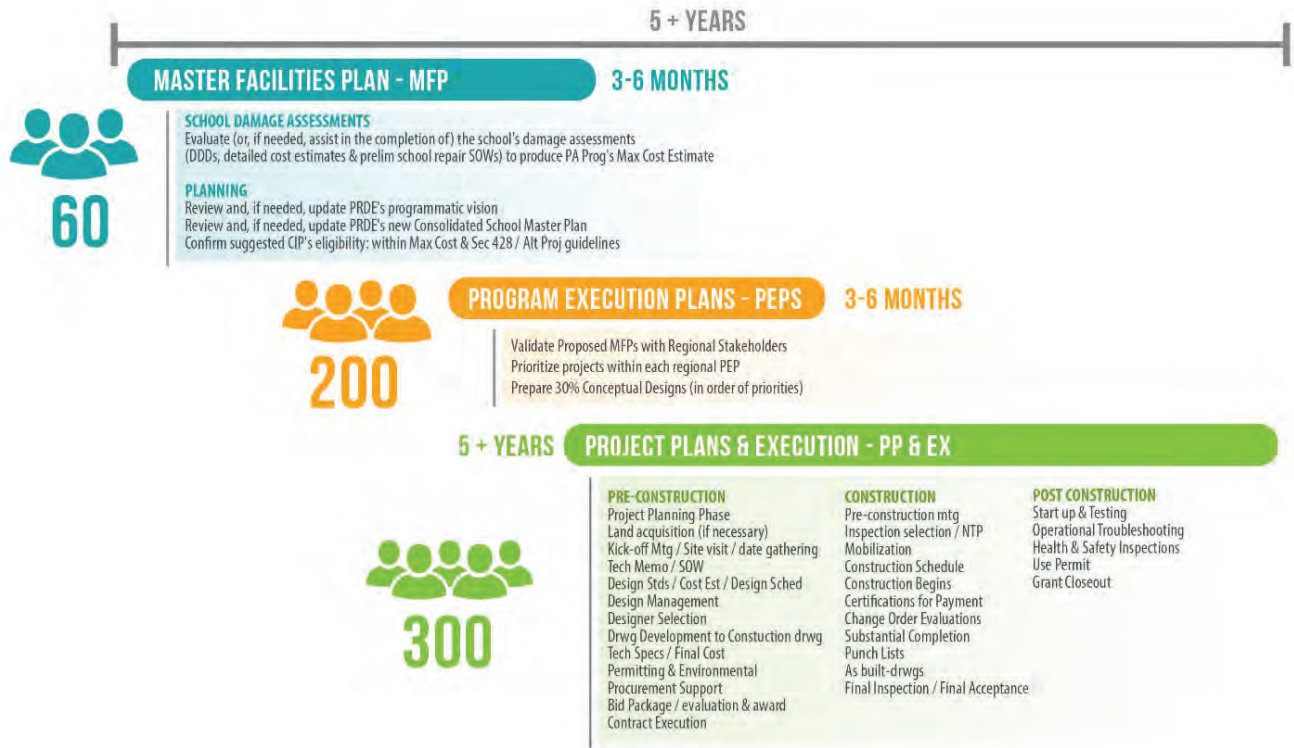


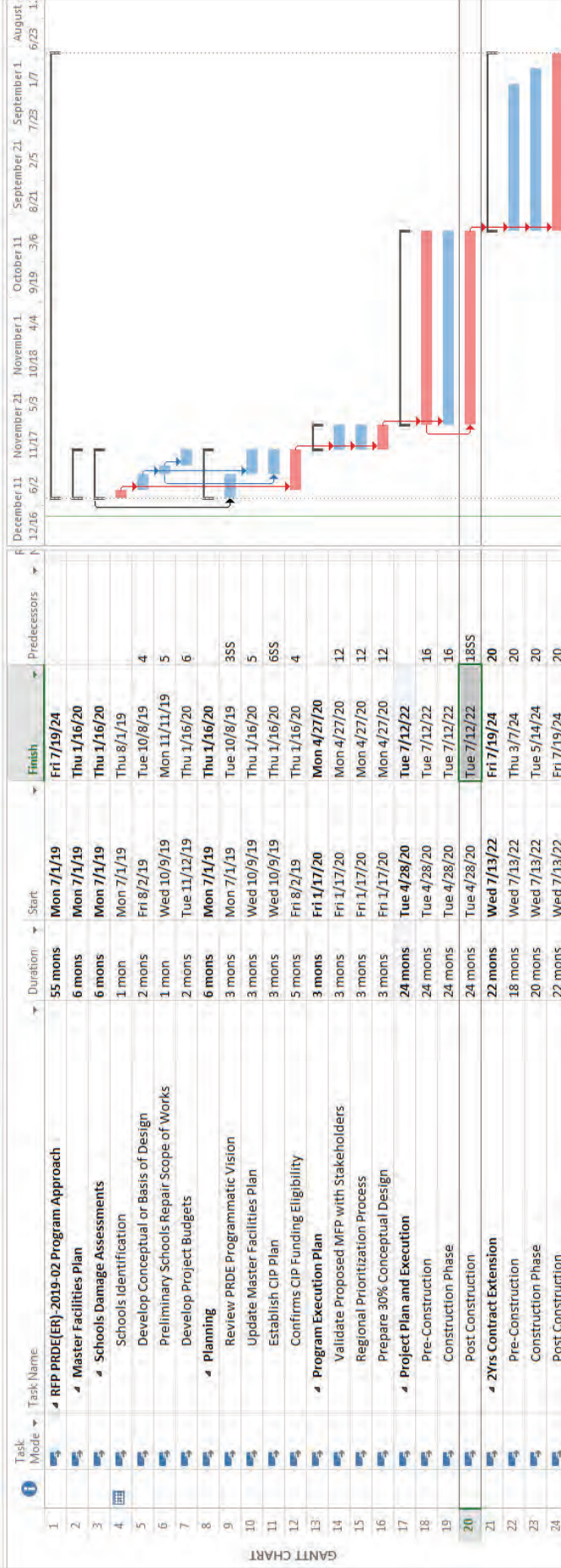




## Project Deployment Schedule

As described in Tab 3, Figure 10 (reproduced below) describes the estimated staffing deployment schedule for the duration of the PRDE PMO's 3-year service contract. This deployment schedule is in accordance with the proposed project budget, as presented in Tab 4.







DE

PUERTO RICO  
DEPARTMENT OF EDUCATION

# Financial Statements

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## Tab 17







# Tab 17



## Financial Statements

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
Financial Statements  
December 31, 2015 and 2014  
(with Auditors' Report thereon)

**Carbonell & Co., LLP**  
Certified Public Accountants

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# Carbonell & Co.,LLP

Certified Public Accountants  
PO Box 270010  
San Juan PR 00927-0010  
Telephone: (787) 300-3777  
Fax: (787) 300-3771

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Financial Statements**  
**As of December 31, 2015 and 2014**

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Balance Sheets	3
Statements of Income and Retained Earnings	4
Statements of Cash Flows	5
Notes to Financial Statements	6-13

May 9, 2016

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
**Caribbean Project Management, P.C.**

We have audited the accompanying financial statements of **Caribbean Project Management, P.C.**, which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of significant accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Caribbean Project Management, P.C.** as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted In the United States of America.

*Carbonell & Co., LLP*

**Carbonell & Co., LLP**

**Certified Public Accountants**

License No. LLP-211 Expires Dec. 1, 2016

Stamp #E225245 of the P.R. Society of

Certified Public Accountants has been

affixed to the original of this report.



**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Balance Sheets**  
**As of December 31, 2015 and 2014**

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	<u>Assets</u>	
	<u>2015</u>	<u>2014</u>
<b>Current assets:</b>		
Cash	\$ 1,371,496	\$ 662,339
Accounts receivable, net	6,806,721	3,653,487
Due from related parties	132,035	109,938
Prepaid expenses and other current assets	<u>295,622</u>	<u>315,210</u>
<b>Total current assets</b>	8,605,874	4,740,974
<b>Property and equipment, net</b>	43,479	60,607
<b>Other assets</b>	<u>878</u>	<u>4,278</u>
<b>Total assets</b>	<b><u>\$ 8,650,231</u></b>	<b><u>\$ 4,805,859</u></b>

Liabilities and Shareholders' Equity

<b>Current liabilities:</b>		
Accounts payable	\$ 958,424	\$ 700,295
Accrued expenses and other liabilities	1,618,686	1,459,293
Lines of credit	2,200,000	-
Current portion of capital lease obligations	7,548	8,911
Current portion of loans payable	<u>52,063</u>	<u>247,310</u>
<b>Total current liabilities</b>	4,836,721	2,415,809
<b>Due to related parties</b>	1,168,127	23,454
<b>Long-term portion of capital lease obligations</b>	<u>24,530</u>	<u>32,078</u>
<b>Total liabilities</b>	6,029,378	2,471,341
<b>Commitment</b>		
<b>Shareholders' equity:</b>		
Common stock of \$0.20 par value- authorized 10,000 shares; issued and outstanding 10,000 shares	2,000	2,000
Retained earnings	<u>2,618,853</u>	<u>2,332,518</u>
<b>Total shareholders' equity</b>	<u>2,620,853</u>	<u>2,334,518</u>
<b>Total liabilities and shareholders' equity</b>	<b><u>\$ 8,650,231</u></b>	<b><u>\$ 4,805,859</u></b>

See accompanying Notes to Financial Statements and Independent Auditors' Report.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Statements of Income and Retained Earnings**  
**For the years ended December 31, 2015 and 2014**

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	<u>2015</u>	<u>2014</u>
<b>Service revenues</b>	\$ 13,754,202	\$ 16,124,035
Less: Cost of operations	<u>(9,290,386)</u>	<u>(12,464,300)</u>
<b>Gross profit</b>	4,463,816	3,659,735
<b>Operating, general and administrative expenses:</b>		
Operating, general and administrative expenses	1,886,070	2,095,081
Salaries and payroll taxes	1,754,147	883,554
Depreciation and amortization expense, excluding \$1,818 and \$2,181 of amortization included in cost of operations for 2015 and 2014, respectively	<u>15,306</u>	<u>20,071</u>
<b>Total operating, general and administrative expenses</b>	<u>3,655,523</u>	<u>2,998,706</u>
<b>Net operating income</b>	808,293	661,029
<b>Other income (expense):</b>		
Other income	4,879	24,079
Interest expense	<u>(78,416)</u>	<u>(25,667)</u>
<b>Total other income, net</b>	<u>(73,537)</u>	<u>(1,588)</u>
<b>Net income</b>	734,756	659,441
Retained earnings at beginning of years	2,332,518	2,021,751
Distributions	-	(80,000)
Distributions (in lieu of taxes)	<u>(448,421)</u>	<u>(268,674)</u>
<b>Retained earnings at end of years</b>	<b><u>\$ 2,618,853</u></b>	<b><u>\$ 2,332,518</u></b>

See accompanying Notes to Financial Statements and Independent Auditors' Report.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Statements of Cash Flows**  
**For the years ended December 31, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
<b>Cash flows from operating activities:</b>		
Net income	\$ 734,756	\$ 659,441
<b>Adjustments to reconcile net income to net cash (used in) provided by operating activities:</b>		
Depreciation and amortization expense	17,124	22,252
<b>Net increase or decrease in assets and liabilities:</b>		
Accounts receivable	(3,153,235)	973,436
Prepaid expenses and other current assets	19,589	7,226
Other assets	3,400	882
Related parties transactions	(33,895)	(20,000)
Accounts payable	258,129	(82,006)
Accrued expenses	159,393	135,592
Deferred compensation	<u>-</u>	<u>(36,659)</u>
<b>Total adjustments</b>	<u>(2,729,495)</u>	<u>1,000,723</u>
<b>Net cash (used in) provided by operating activities</b>	(1,994,739)	1,660,164
<b>Cash flows from investing activities:</b>		
Acquisition of property and equipment	<u>-</u>	<u>(16,441)</u>
<b>Net cash (used in) investing activities</b>	-	(16,441)
<b>Cash flows from financing activities:</b>		
Due to related parties	1,156,471	(161,042)
Distributions	-	(80,000)
Distributions (in lieu of taxes)	(448,421)	(268,674)
Advances from (repayments of) line of credit	2,200,000	(100,000)
Repayments of capital lease obligations	(8,907)	(5,544)
Net repayments of loan payable	<u>(195,247)</u>	<u>(511,583)</u>
<b>Net cash provided by (used in) financing activities</b>	<u>2,703,896</u>	<u>(1,126,843)</u>
<b>Net increase in cash</b>	709,157	516,880
Cash at beginning of years	<u>662,339</u>	<u>145,459</u>
<b>Cash at end of years</b>	<u>\$ 1,371,496</u>	<u>\$ 662,339</u>

See accompanying Notes to Financial Statements and Independent Auditors' Report.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 1. Summary of Significant Accounting Policies**

The summary of significant accounting policies of Caribbean Project Management, P.C., hereinafter "The Company", is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representation of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to the accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

**Business Activity**

The Company was incorporated on June 21, 1996, under the provisions and subject to the requirements of the Laws of the Commonwealth of Puerto Rico. The Company is engaged in the administration of construction projects through the practice of engineering services.

**Revenues and Expenses**

Assets, liabilities, revenues, and expenses are recognized using the accrual method of accounting under which revenues are reported when earned, and expenses charged as incurred.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Statement of Cash Flows**

The Company prepares its statements of cash flows using the indirect method.

**Cash Equivalent**

The Company considers cash in certificates of deposits and all highly liquid debt instruments purchased with maturity of three months or less to be cash equivalents. As of December 31, 2015 and 2014, cash equivalents consisted of monies deposited in a money market account with a broker dealer amounting \$7,099 and \$7,269, respectively.

**Accounts Receivable**

The Company uses the allowance method for trade accounts receivable. The allowance is adjusted based on current year status of trade accounts receivable. During the years ended December 31, 2015 and 2014, the Company recorded an allowance for doubtful accounts of \$129,800.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 1. Summary of Significant Accounting Policies (continued)**

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and amortization. Major renewals and betterment are charged to property accounts. Replacements, maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed currently. Upon retirement or disposal of properties, the related cost and accumulated depreciation and amortization are removed from their respective accounts in the ledger. All gains and losses on sales as well as retirement of properties are reflected in the Company's earnings.

Depreciation is computed using the straight-line method over the estimated useful lives of furniture and fixtures, and computer equipment. Motor vehicles, office equipment and leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the assets.

Property and equipment are reviewed for impairment at least annually or whenever events or circumstances indicate their carrying value may not be recoverable. If total of the expected future undiscounted cash flows is less than the carrying value of the asset, a loss is recognize for the difference between the imputed fair value and the carrying value of the asset. There were no impairment losses recognized for the years ended December 31, 2015 and 2014.

**Income Taxes**

The Company elected to operate, for tax purposes, under the benefits of Subchapter D of the Puerto Rico Internal Revenue Code of 2011, as amended, whereby by the results of its operations are reported on the Puerto Rico income tax return of its shareholders. Therefore, no provision or liability for income taxes were reported in the Company's financial statements.

Beginning with the adoption of the FASB authoritative guidance on the accounting for uncertainty on income taxes as January 1, 2009, the Company recognizes the effect of income tax positions, only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. The Company records any interest and penalties related to unrecognized tax benefits within the operating expenses in the statements of income.

**Concentration of Credit Risk**

The Company maintains its cash accounts in a local financial institution. Accounts at financial institutions are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of December 31, 2015 and 2014, the balance on deposit per financial institution's records exceeded the insured limit by \$1,130,371 and \$629,692, respectively.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 2. Accounts Receivable**

As of December 31, 2015 and 2014, accounts receivable consists of:

	<u>2015</u>	<u>2014</u>
Accounts receivable trade	\$ 6,843,562	\$ 3,474,809
Accounts receivable related party	<u>92,959</u>	<u>308,478</u>
Total receivables	6,936,521	3,783,287
Less: allowance for doubtful accounts	<u>(129,800)</u>	<u>(129,800)</u>
<b>Total accounts receivable, net</b>	<b><u>\$ 6,806,721</u></b>	<b><u>\$ 3,653,487</u></b>

**Note 3. Property and Equipment**

As of December 31, 2015 and 2014, property and equipment consists of:

	<b>Estimated useful life in years</b>	<u>2015</u>	<u>2014</u>
Computer and office equipment	3-5	\$ 752,657	\$ 752,657
Motor vehicles	5-6	85,609	172,273
Furniture and fixtures	5	46,515	46,515
Machinery and equipment	10	19,000	19,000
Leasehold improvements	3	17,141	17,141
Less: accumulated depreciation and amortization		<u>(877,443)</u>	<u>(946,979)</u>
<b>Property and equipment, net</b>		<b><u>\$ 43,479</u></b>	<b><u>\$ 60,607</u></b>

The depreciation and amortization expense for the years ended December 31, 2015 and 2014, amounted \$17,124 and \$22,252, respectively.

**Note 4. Lines of Credit**

As of December 31, 2015 and 2014, the Company had available two revolving lines of credit with a financial institution for up to \$2,250,000, bearing interest at a variable rate of 0.50% over Citibank, N.A., New York Prime Rate with a floor rate of 5.50%, for working capital purposes and \$250,000, bearing interest at a variable rate of 0.50% over Citibank, N.A., New York Prime Rate, for overdraft reserve. The lines of credit are collateralized and secured by mortgages on land and commercial property owned by an affiliate, a pledge over the Company's accounts receivable and stocks, cross guarantees of an affiliate, and by personal guarantee of one of the Company's shareholders. As of December 31, 2015 and 2014, the overdraft reserve credit facility had no outstanding balance. As of December 31, 2015 and 2014, the working capital credit facility had an outstanding balance of \$2,200,000 and \$-0-, respectively.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 4. Lines of Credit (continued)**

These credit facilities require the Company to comply with certain restrictive covenants, which in the event of non-compliance, provide the financial institution the right to declare the outstanding debt as due and payable in cancellation of the Agreement. As of December 31, 2015 and 2014, the Company was in compliance with the restrictive covenants.

**Note 5. Capital Lease Obligations**

Property held under capital leases, included in property and equipment on the balance sheet as of December 31, 2015 and 2014, consists of the following:

	<u>2015</u>	<u>2014</u>
Office equipment	\$ 47,398	\$ 47,398
Less: accumulated amortization	<u>(17,468)</u>	<u>(7,457)</u>
Property and equipment under capital leases, net	<u>\$ 29,930</u>	<u>\$ 50,357</u>
Non-cancelable leases expiring on August 2019, payable in aggregate monthly installments of \$1,088, including interest ranging from 10% to 12.95%, and secured by office equipment.	<u>\$ 32,078</u>	<u>\$ 40,989</u>
<b>Current portion of capital lease obligations</b>	<u>\$ 7,548</u>	<u>\$ 8,911</u>
<b>Long-term portion of capital lease obligations</b>	<u>\$ 24,530</u>	<u>\$ 32,078</u>

The future minimum lease payments under these capital leases and net present value of the next four fiscal years will be as follow:

2016	\$ 10,416
2017	10,416
2018	10,416
2019	<u>7,254</u>
Total minimum lease payments	38,502
Less: amount representing interest	<u>(6,424)</u>
<b>Present value of minimum lease payment</b>	<u>\$ 32,078</u>

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 6. Loans Payable**

As of December 31, 2015 and 2014, long term debts consist of:

	<u>2015</u>	<u>2014</u>
Loan payable to a financial institution, in 120 monthly installments of principal and interests as follows: (a) 36 monthly installments of principal and interest in the amount of \$45,612, bearing interest at a fixed rate of 6.50% from July 2005 to June 30, 2008, (b) 84 monthly installments of principal and interest, for which the fixed rate is reset every 36 monthly installments, based on Citibank, N.A. New York Prime Rate. The loan is due on June 2015, and is collateralized and secured by mortgages on land and commercial property owned by an affiliate, and by personal guarantee of one of the Company's shareholders.	\$ -	\$ 733,180
Insurance financing loans payable in aggregate monthly installments of \$7,208, including interest ranging from 6.00% to 6.50%. The loans are due from July to September 2016.	<u>52,063</u>	<u>25,713</u>
<b>Total loans payable</b>	<b><u>\$ 52,063</u></b>	<b><u>\$ 758,893</u></b>
<b>Current portion of loans payable</b>	<b><u>\$ 52,063</u></b>	<b><u>\$ 247,310</u></b>
<b>Long-term portion of loans payable</b>	<b><u>\$ -</u></b>	<b><u>\$ -</u></b>

As of December 31, 2015, the scheduled principal payments of the loans payable will be as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2016	\$ <u>52,063</u>

Certain loan agreements require the Company to comply with certain restrictive covenants, which in the event of non-compliance, provide the financial institution the right to declare the outstanding debt as due and payable in cancellation of the Agreement. As of December 31, 2015 and 2014, the Company was in compliance with the respective covenants.

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 7. Related Parties Transactions**

The Company through common ownership and management, is related to various companies.

Non-interest bearing note payable to a shareholder amounting to \$1,845,000, due on June 30, 2015, or at the time the loan payable disclosed in Note 6 is paid in full, whichever occurs first. As of December 31, 2015 and 2014, the note payable had an outstanding balance of \$11,656 and \$23,454, respectively.

The Company received non-interest bearing advances from the shareholders, used for operational purposes. As of December 31, 2015 and 2014, the balance payable to the shareholders amounted to \$1,156,471 and \$-0-, respectively.

The Company receives professional and technical services from InGente, Inc., a related company. As of December 31, 2015 and 2014, the amount due to this related company amounted to approximately \$22,017 and \$-, respectively, for such services received. In addition, during the years ended December 31, 2015 and 2014, InGente, Inc. billed the Company approximately \$211,111 and \$30,009, respectively, for services rendered. As of December 31, 2015 and 2014, the Company had a non-interest balance due from the related company of \$50,565 and \$82,322, respectively. These advances were used for operational purposes and are payable upon demand.

The Company provides professional services to CPM Panamá, LLC, a related company, and the later reimburse such services to the Company. As of December 31, 2015 and 2014, the balance due from this related party amounted to \$41,000 and \$203,369, respectively. During the years ended December 31, 2015 and 2014, the Company billed \$551,389 and \$281,595, respectively, for services rendered.

The Company provides professional services to CPM Builders, LLC, a related company, and the later reimburse such services to the Company. As of December 31, 2015 and 2014, the balance due from this related party amounted to \$1,393 and \$7,866, respectively. During the years ended December 31, 2015 and 2014, the Company billed \$1,533 and \$602,647, respectively, for services rendered.

In addition, as required by the Puerto Rico Treasury Department, the Company has identified the following entities that are part of the Controlled Group, as defined in the Puerto Rico Internal Revenue Code:

- InGente, Inc.
- CPM Properties, Inc.
- CPM Global Services, LLC
- Caribbean Project Management, PSC II
- CPM Builders, LLC

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 7. Related Parties Transactions (continued)**

The Company leases office space and parking from a related party under an operating lease agreement expiring on September 30, 2016. Rent expense under this agreement amounted to \$401,024 and \$420,034 for the years ended December 31, 2015 and 2014, respectively. As of December 31, 2015 and 2014, the balance due from this related party amounted to approximately \$132,035 and \$109,938, respectively.

The minimum base lease payments under operating lease as of December 31, 2015, will be as follow:

Years ending December 31:	
2016	\$ <u>300,768</u>

**Note 8. Retirement Plan**

The Company has a defined contribution retirement plan that covers all full-time employees who have completed one year of service and are at least 18 years of age. The employees contribute up to the lower of 10% of their pre-tax annual compensation or the maximum amount permitted by tax regulations. As of December 31, 2015 and 2014, the Company made no contribution to the pension plan.

During the year ended December 31, 2014, the Company, as provided by the plan document and adoption agreement, elected to suspend and freeze the plan until further notice.

**Note 9. Major Customer Information**

During the years ended December 31, 2015 and 2014, approximately 35% and 57% of the Company's revenues were derived from one customer. The same customer represented 72% and 49% of the Company's accounts receivable for the years ended December 31, 2015 and 2014, respectively.

**Note 10. Supplemental Disclosures of Cash Flows Information**

The statements of cash flows classify changes in cash according to operating, investing and financing activities. The following is supplementary information relating to the statement of cash flows:

**Cash paid during the years for:**

	<u>2015</u>	<u>2014</u>
Interest	\$ <u>78,416</u>	\$ <u>25,667</u>

**CARIBBEAN PROJECT MANAGEMENT, P.C.**  
**Notes to Financial Statements**  
**December 31, 2015 and 2014**

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**Note 11. Commitment**

Refer to Note 7.

**Note 12. Evaluation of Subsequent Events**

The Company has evaluated subsequent events through May 9, 2016, the date which the financial statements were available to be issued. On February 29, 2016, the Company changed its ownership structure from a corporation of individuals to a Limited Liability Company (LLC).

**CPM PR, LLC**  
Financial Statements  
December 31, 2016 and 2015  
(with Auditors' Report thereon)

# Carbonell & Co.,LLP

Certified Public Accountants  
PO Box 270010  
San Juan PR 00928-0010  
Telephone: (787) 300-3777  
Fax: (787) 300-3771

**CPM PR, LLC**  
**Financial Statements**  
**As of December 31, 2016 and 2015**

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March 3, 2017

## INDEPENDENT AUDITORS' REPORT

To the Members of  
**CPM PR, LLC**

We have audited the accompanying financial statements of **CPM PR, LLC**, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of significant accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **CPM PR, LLC** as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Carbonell & Co. LLP.*

**Carbonell & Co., LLP**

**Certified Public Accountants**

License No. LLP-211 Expires Dec. 1, 2019

Stamp #E280638 of the P.R. Society of

Certified Public Accountants has been

affixed to the original of this report.



**CPM PR, LLC**  
**Balance Sheets**  
**As of December 31, 2016 and 2015**

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	<u>Assets</u>	
	<u>2016</u>	<u>2015</u>
<b>Current assets:</b>		
Cash	\$ 881,048	\$ 1,371,496
Accounts receivable, net	6,593,841	6,806,721
Due from related parties	157,023	132,035
Prepaid expenses and other current assets	<u>296,258</u>	<u>295,622</u>
<b>Total current assets</b>	7,928,170	8,605,874
<b>Property and equipment, net</b>	72,325	43,479
<b>Other assets</b>	<u>-</u>	<u>878</u>
<b>Total assets</b>	<b><u>\$ 8,000,495</u></b>	<b><u>\$ 8,650,231</u></b>

**Liabilities and Members' Equity**

<b>Current liabilities:</b>		
Accounts payable	\$ 979,935	\$ 958,424
Accrued expenses and other liabilities	1,075,055	1,618,686
Lines of credit	1,800,000	2,200,000
Current portion of capital lease obligations	15,084	7,548
Current portion of loans payable	<u>50,269</u>	<u>52,063</u>
<b>Total current liabilities</b>	3,920,343	4,836,721
<b>Due to related parties</b>	1,157,645	1,168,127
<b>Long-term portion of capital lease obligations</b>	<u>53,201</u>	<u>24,530</u>
<b>Total liabilities</b>	5,131,189	6,029,378
<b>Commitment</b>		
<b>Members' equity</b>	<u>2,869,306</u>	<u>2,620,853</u>
<b>Total liabilities and members' equity</b>	<b><u>\$ 8,000,495</u></b>	<b><u>\$ 8,650,231</u></b>

**CPM PR, LLC**  
**Statements of Operations and Members' Equity**  
**For the years ended December 31, 2016 and 2015**

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	<u>2016</u>	<u>2015</u>
<b>Service revenues</b>	\$ 9,849,191	\$ 13,754,202
Less: Cost of operations	<u>(6,141,363)</u>	<u>(9,290,386)</u>
<b>Gross profit</b>	3,707,828	4,463,816
<b>Operating, general and administrative expenses:</b>		
Operating, general and administrative expenses	1,755,351	1,886,070
Salaries and payroll taxes	1,369,452	1,754,147
Depreciation and amortization expense, excluding \$- and \$1,818 of amortization included in cost of operations for 2016 and 2015, respectively	<u>16,542</u>	<u>15,306</u>
<b>Total operating, general and administrative expenses</b>	<u>3,141,345</u>	<u>3,655,523</u>
<b>Net operating income</b>	566,483	808,293
<b>Other income (expense):</b>		
Other income	14,881	4,879
Interest expense	<u>(129,444)</u>	<u>(78,416)</u>
<b>Total other income, net</b>	<u>(114,563)</u>	<u>(73,537)</u>
<b>Net income</b>	451,920	734,756
Members' equity at beginning of years	2,620,853	2,334,518
Distributions (in lieu of taxes)	<u>(203,467)</u>	<u>(448,421)</u>
<b>Members' equity at end of years</b>	<u>\$ 2,869,306</u>	<u>\$ 2,620,853</u>

**CPM PR, LLC**  
**Statements of Cash Flows**  
**For the years ended December 31, 2016 and 2015**

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	<u>2016</u>	<u>2015</u>
<b>Cash flows from operating activities:</b>		
Net income	\$ 451,920	\$ 734,756
<b>Adjustments to reconcile net income to net cash provided by provided by operating activities:</b>		
Depreciation and amortization expense	16,542	17,124
<b>Net increase or decrease in assets and liabilities:</b>		
Accounts receivable	212,880	(3,153,235)
Prepaid expenses and other current assets	(636)	19,589
Other assets	878	3,400
Related parties transactions	(35,470)	(33,895)
Accounts payable	21,511	258,129
Accrued expenses	<u>(543,631)</u>	<u>159,393</u>
<b>Total adjustments</b>	<u>(327,926)</u>	<u>(2,729,495)</u>
<b>Net cash provided by (used in) operating activities</b>	123,994	(1,994,739)
<b>Cash flows from financing activities:</b>		
Due to related parties	-	1,156,471
Distributions (in lieu of taxes)	(203,467)	(448,421)
Advances from (repayments of) line of credit	(400,000)	2,200,000
Repayments of capital lease obligations	(9,181)	(8,907)
Net repayments of loan payable	<u>(1,794)</u>	<u>(195,247)</u>
<b>Net cash (used in) provided by financing activities</b>	<u>(614,442)</u>	<u>2,703,896</u>
<b>Net (decrease) increase in cash</b>	(490,448)	709,157
Cash at beginning of years	<u>1,371,496</u>	<u>662,339</u>
<b>Cash at end of years</b>	<u>\$ 881,048</u>	<u>\$ 1,371,496</u>

**CPM PR, LLC**  
**Notes to Financial Statements**  
**December 31, 2016 and 2015**

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**Note 1. Summary of Significant Accounting Policies**

The summary of significant accounting policies of CPM PR, LLC, hereinafter "The Company", is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representation of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to the accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

**Business Activity**

The Company was incorporated on June 21, 1996, under the provisions and subject to the requirements of the Laws of the Commonwealth of Puerto Rico. The Company is engaged in the administration of construction projects through the practice of engineering services.

**Limited Liability Company**

Members of a limited liability company are not liable for any debt, obligation or other liability of the Company, except as provided by law.

**Revenues and Expenses**

Assets, liabilities, revenues and expenses are recognized using the accrual method of accounting under which revenues are reported when earned, and expenses charged as incurred.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash Equivalents**

The Company considers cash in certificates of deposits and all highly liquid debt instruments purchased with maturity of three months or less to be cash equivalents. As of December 31, 2016 and 2015, cash equivalents consisted of monies deposited in a money market account with a broker dealer amounting \$7,099.

**Reclassification**

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

**CPM PR, LLC**  
**Notes to Financial Statements**  
**December 31, 2016 and 2015**

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**Note 1. Summary of Significant Accounting Policies (continued)**

**Accounts Receivable**

The Company uses the allowance method for trade accounts receivable. The allowance is adjusted based on current year status of trade accounts receivable. During the years ended December 31, 2016 and 2015, the Company recorded an allowance for doubtful accounts of \$129,800.

**Property and Equipment**

Property and equipment are stated at cost less accumulated depreciation and amortization. Major renewals and betterment are charged to property accounts. Replacements, maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed currently. Upon retirement or disposal of properties, the related cost and accumulated depreciation and amortization are removed from their respective accounts in the ledger. All gains and losses on sales as well as retirement of properties are reflected in the Company's earnings.

Depreciation is computed using the straight-line method over the estimated useful lives of furniture and fixtures, and computer equipment. Motor vehicles, office equipment and leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the assets.

Property and equipment are reviewed for impairment at least annually or whenever events or circumstances indicate their carrying value may not be recoverable. If total of the expected future undiscounted cash flows is less than the carrying value of the asset, a loss is recognize for the difference between the imputed fair value and the carrying value of the asset. There were no impairment losses recognized for the years ended December 31, 2016 and 2015.

**Income Taxes**

The Company elected to operate, for tax purposes, under the benefits of Subchapter D of the Puerto Rico Internal Revenue Code of 2011, as amended, whereby by the results of its operations are reported on the Puerto Rico income tax return of its members. Therefore, no provision or liability for income taxes were reported in the Company's financial statements.

Beginning with the adoption of the FASB authoritative guidance on the accounting for uncertainty on income taxes as of January 1, 2009, the Company recognizes the effect of income tax positions, only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. The Company records any interest and penalties related to unrecognized tax benefits within the operating expenses in the statements of income.

**Concentration of Credit Risk**

The Company maintains its cash accounts in a local financial institution. Accounts at financial institutions are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of December 31, 2016 and 2015, the balance on deposit per financial institution's records exceeded the insured limit by \$636,090 and \$1,130,371, respectively.

**CPM PR, LLC**  
**Notes to Financial Statements**  
**December 31, 2016 and 2015**

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**Note 2. Accounts Receivable**

As of December 31, 2016 and 2015, accounts receivable consists of:

	<u>2016</u>	<u>2015</u>
Accounts receivable trade	\$ 6,428,244	\$ 6,843,562
Accounts receivable related party	<u>295,397</u>	<u>92,959</u>
Total receivables	6,723,641	6,936,521
Less: allowance for doubtful accounts	<u>(129,800)</u>	<u>(129,800)</u>
<b>Total accounts receivable, net</b>	<b><u>\$ 6,593,841</u></b>	<b><u>\$ 6,806,721</u></b>

**Note 3. Property and Equipment**

As of December 31, 2016 and 2015, property and equipment consists of:

	<b>Estimated useful life in years</b>	<u>2016</u>	<u>2015</u>
Computer and office equipment	3-5	\$ 752,657	\$ 752,657
Motor vehicles	5-6	123,304	85,609
Furniture and fixtures	5	46,515	46,515
Machinery and equipment	10	19,000	19,000
Leasehold improvements	3	17,141	17,141
Less: accumulated depreciation and amortization		<u>(886,292)</u>	<u>(877,443)</u>
<b>Property and equipment, net</b>		<b><u>\$ 72,325</u></b>	<b><u>\$ 43,479</u></b>

The depreciation and amortization expense for the years ended December 31, 2016 and 2015, amounted to \$16,542 and \$17,124, respectively.

**Note 4. Lines of Credit**

As of December 31, 2016 and 2015, the Company had available two revolving lines of credit with a financial institution for up to \$2,250,000, bearing interest at a variable rate of 0.50% over Citibank, N.A., New York Prime Rate with a floor rate of 5.50% and 6%, for working capital purposes and \$250,000, bearing interest at a variable rate of 0.50% over Citibank, N.A., New York Prime Rate for overdraft reserve. The lines of credit are collateralized and secured by mortgages on land and commercial property owned by an affiliate, a pledge over the Company's accounts receivable and stocks, cross guarantees of an affiliate, and by personal guarantee of one of the Company's members. As of December 31, 2016 and 2015, the overdraft reserve credit facility had no outstanding balance. As of December 31, 2016 and 2015, the working capital credit facility had an outstanding balance of \$1,800,000 and \$2,200,000, respectively.

**CPM PR, LLC**  
**Notes to Financial Statements**  
**December 31, 2016 and 2015**

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**Note 4. Lines of Credit (continued)**

These credit facilities require the Company to comply with certain restrictive covenants, which in the event of non-compliance, provide the financial institution the right to declare the outstanding debt as due and payable in cancellation of the Agreement. As of December 31, 2016 and 2015, the Company was in compliance with the restrictive covenants.

**Note 5. Capital Lease Obligations**

Property held under capital leases, included in property and equipment on the balance sheets as of December 31, 2016 and 2015, consists of the following:

	<u>2016</u>	<u>2015</u>
Office equipment	\$ 47,398	\$ 47,398
Motor vehicle	<u>45,390</u>	<u>-</u>
	92,788	47,398
Less: accumulated amortization	<u>(28,183)</u>	<u>(17,468)</u>
Property and equipment under capital leases, net	<u>\$ 64,605</u>	<u>\$ 29,930</u>
Non-cancelable leases expiring on August 2019, payable in aggregate monthly installments of \$1,088, including interest ranging from 10% to 12.95%, and secured by office equipment.	<u>\$ 68,285</u>	<u>\$ 32,078</u>
<b>Current portion of capital lease obligations</b>	<u>\$ 15,084</u>	<u>\$ 7,548</u>
<b>Long-term portion of capital lease obligations</b>	<u>\$ 53,201</u>	<u>\$ 24,530</u>

The future minimum lease payments under these capital leases and net present value of the next five fiscal years will be as follow:

2017	\$ 19,175
2018	19,175
2019	16,014
2020	8,759
2021	8,759
Thereafter	<u>6,569</u>
Total minimum lease payments	78,451
Less: amount representing interest	<u>(10,166)</u>
<b>Present value of minimum lease payments</b>	<u>\$ 68,285</u>