

# CSA Architects & Engineers, LLP

## Notes to Financial Statements December 31, 2017 and 2016

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(h) **Concentration of credit risk –**

Financial instruments that potentially expose the Partnership to concentration of credit risk include bank accounts and accounts receivable. The Partnership maintains these accounts at reputable financial institutions. While the Partnership attempts to limit any financial exposure, its deposit balances may, at times, exceed federally insured limits. The Partnership has not experienced any losses on such accounts.

The Partnership's customer base also includes contracts with Puerto Rico government agencies. Contract revenue from services performed to governmental agencies for the years ended December 31, 2017 and 2016 represents approximately 66% and 58%, respectively. As of December 31, 2017 and 2016, amounts due from Puerto Rico government agencies amounted to approximately \$4,533,000 and \$4,771,000, respectively.

Revenues from the Partnership's three most significant customers represented 68% and 53% of net contract revenues for the years ended December 31, 2017 and 2016, respectively. Accounts receivable from these customers represented 63% and 36% of total trade accounts receivable as of December 31, 2017 and 2016, respectively. Contract work in progress from these customers represented 47% and 73% of total contract work in progress as of December 31, 2017 and 2016, respectively.

(i) **Reclassifications –**

Certain amounts in 2016 financial statements have been reclassified to conform to the 2017 presentation. These reclassifications had no effect on the previously reported financial statements.

(3) **Note receivable from related party:**

The Partnership held a note receivable from CSA Holdings, Inc. The note was uncollateralized and bore no interest. The unpaid principal under this note was due and payable upon demand. Principal outstanding at December 31, 2016 amounted to \$4,000,000 and during the year ended December 31, 2017, was reclassified to a due from related party balance, as mutually agreed between the parties.

(4) **Property and equipment:**

The following is a summary of property and equipment as of December 31, 2017 and 2016:

<u>Property category</u>	<u>2017</u>	<u>2016</u>
Equipment, including \$961,027 and \$458,192 under capital leases in 2017 and 2016, respectively	\$ 2,891,865	\$ 2,365,562
Leasehold improvements, including \$18,327 under capital lease	1,287,647	1,287,647
Furniture and fixtures	768,643	768,643
Vehicles	57,612	186,684
	<u>\$ 5,005,767</u>	<u>\$ 4,608,536</u>
Less: accumulated depreciation and amortization, including \$408,093 and \$275,829 of assets under capital leases in 2017 and 2016, respectively	<u>(4,284,735)</u>	<u>(3,963,534)</u>
Property and equipment, net	<u>\$ 721,032</u>	<u>\$ 645,002</u>

# CSA Architects & Engineers, LLP

## Notes to Financial Statements December 31, 2017 and 2016

### (5) Line of credit:

The Partnership and the Related Group had entered into a 6.5% over prime (10.25% at December 31, 2016) or 8%, whichever is higher, revolving line of credit facility of \$2,000,000 with a commercial institution in Puerto Rico to be renewed annually at the financial institution's discretion. This credit facility was collateralized by the Partnership and Related Group's accounts receivable, the personal guarantee of the Partnership's principal partner and real estate. All drawings under this agreement were made by the Partnership. During March 2016, \$1,000,000 outstanding under this line of credit was converted into a term loan, reducing the available line of credit from \$3,000,000 in 2015 to \$2,000,000 in 2016. This line of credit was subordinated to another \$6 million line of credit held by a related party. Balance due at December 31, 2016 amounted to \$1,386,279. Line of credit was paid-off during 2017, as part of a debt restructuring. See Note (9).

### (6) Notes payable:

As of December 31, 2017 and 2016, notes payable consist of the following:

Description	2017	2016
13.5% term loan to a financial institution, payable in one single balloon payment plus accrued interest, due in November 2019. Substantially all the Partnership and the Related Group assets are pledged as collateral of this financing agreement, including an insurance policy on behalf of the principal partner.*	\$ 15,000,000	\$ -
8% promissory note to a financial institution. The note paid monthly interest only payments plus an annual principal payment of \$300,000. The note was collateralized by the Partnership and Related Group's accounts receivable. This note was paid-off during 2017 as part of a debt restructuring. (See Note 9).	-	1,651,148
6.50% over the prime rate promissory note (10.25% at December 31, 2016) payable to a financial institution in sixty (60) equal monthly installments of \$16,666, plus accrued interest were due in year 2021. The note was collateralized by a first line in two lands owned by a subsidiary plus a pledge. This note was paid-off during 2017 as part of a debt restructuring. (See Note 9).	-	883,333
	15,000,000	2,534,481
Less: current portion	-	(500,000)
	<u>\$ 15,000,000</u>	<u>\$ 2,034,481</u>

\*During the year ended December 31, 2017, the Related Group entered into this loan agreement in order to pay off the existing debt of the Partnership and of the other entities within the group, and for working capital purposes. The loan was designated to the Partnership since it is the entity that maintains an operational bank account.

In relation to these facilities, the Related Group is required to comply with certain financial and non-financial covenants. Management is not aware of any violations of the covenants as of December 31, 2017 and 2016.

# CSA Architects & Engineers, LLP

## Notes to Financial Statements December 31, 2017 and 2016

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### (7) Capital leases:

The Partnership has entered into various non-cancelable capital lease agreements covering the use of equipment and software.

Future minimum lease payments under non cancelable capital leases, together with the present value of minimum lease payments as of December 31, 2017, are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2018	\$ 350,243
2019	132,133
2020	<u>24,904</u>
Total minimum lease payments	507,280
Less: amount representing interest	<u>(55,697)</u>
Present value of minimum lease payments	451,583
Less: current portion	<u>(316,414)</u>
	<u>\$ 135,169</u>

### (8) Commitments:

The Partnership has entered into a ten-year operating lease agreement for the rental of its facilities, expiring during the year 2018. Rent expense during the years ended December 31, 2017 and 2016, related to this agreement, amounted to approximately \$829,208 and \$1,107,844, respectively. Future minimum rental commitments, until expiration of the agreement, amount to \$387,170 as of December 31, 2017.

### (9) Loss (gain) from restructuring of debt:

In November 2017, the Company entered into a \$15,000,000 loan agreement (see Note 6). This loan was used to pay off two loans that were outstanding as of November 2017 with a local financial institution. The Partnership negotiated a debt settlement transaction in connection with the balances of these two loans. Proceeds were also used to pay off loans of other entities within the Related Group. In relation to these transactions, the Partnership recognized a loss of \$1,235,674 during the year ended December 31, 2017.

During the year ended December 31, 2016, the Partnership negotiated a debt settlement transaction in connection with a \$2,000,000 loan with a local financial institution. The debt was extinguished for \$650,000 and the Partnership recognized a gain of \$1,180,672, net of taxes.

# CSA Architects & Engineers, LLP

## Notes to Financial Statements December 31, 2017 and 2016

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### (10) Income tax:

The Partnership provides for income tax using applicable Puerto Rico statutory rates. However, the effective income tax rate differs from applicable statutory rates due to certain items that are not taxable or deductible for tax purposes.

The Puerto Rico entities are also subject to the deemed dividend tax, which is a 10% tax imposed on amounts deemed distributed as a dividend to a foreign owner of a corporation. The tax is the lesser of: total average value of foreign assets or accumulated earnings and profits at the end of the year. As of December 31, 2017, the Partnership accrued \$19,437 related to deemed dividend tax in the balance sheet.

Deferred taxes result from the future tax consequences of temporary differences between the amounts of certain assets and liabilities recorded for tax and financial statement purposes and the effect of the Partnership's net operating loss carryforwards.

As of December 31, 2017 and 2016, the Partnership has a deferred tax asset of \$1,021,427, and \$286,500, respectively, which is composed of the following:

	<u>2017</u>	<u>2016</u>
Allowance for doubtful accounts	\$ 90,114	\$ 10,200
Alternative minimum tax	195,142	201,400
Depreciation	736,171	74,900
Net deferred tax asset	<u>\$ 1,021,427</u>	<u>\$ 286,500</u>

Management considers such deferred tax asset to be realizable, for which there is no valuation allowance as of December 31, 2017 and 2016.

The Partnership's actual income tax expense for the years ended December 31, 2017 and 2016 differs from the theoretical income tax provision as a result of the following factors:

	<u>2017</u>	<u>2016</u>
Income tax benefit (expense) at statutory rates	\$ 17,923	\$ (59,000)
Increase in deferred tax asset	734,927	278,500
Prior year over accrual	120,176	-
Alternative minimum tax	-	201,400
Effect of temporary differences between book and tax income	<u>(113,871)</u>	<u>(142,400)</u>
Income tax benefit, net	<u>\$ 759,155</u>	<u>\$ 278,500</u>

# CSA Architects & Engineers, LLP

## Notes to Financial Statements December 31, 2017 and 2016

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The Partnership follows the accounting standard on accounting for uncertainty in income taxes. Management evaluated the Partnership's tax positions and concluded that the Partnership had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this standard. The Partnership files income tax returns in the Commonwealth of Puerto Rico.

### (11) Employee retirement savings plan:

The Partnership employees participate in a savings plan for Puerto Rico employees who have completed 1,000 hours of service and attained the age of 21. Employer match percentage is discretionary based on the related group's profits and is reviewed by the Board of Directors annually. The Plan's contributions for the years ended December 31, 2017 and 2016, amounted to approximately \$12,200 and \$9,500, respectively.

### (12) Contingencies:

The entities comprising the Related Group are parties to certain claims arising in the ordinary course of business. Management, based on the advice of the legal counsel, is of the opinion that the outcome of such litigation will not have material adverse effect on the entities' financial position or results of operations.

### (13) Related party transactions:

Certain administrative processes of the Partnership and the Related Group are shared and allocated among the Related Group. During the years ended December 31, 2017 and 2016, the Partnership charged to related parties an allocation of common general and administrative expenses of approximately \$4,032,000 and \$1,369,000, respectively.

The Partnership depends on the continued support of its majority owner and the Related Group to comply with the discharge of its obligations to the extent these are not satisfied with cash originated from its operations.

### (14) Hurricanes Irma and María:

In September 2017, Hurricanes Irma and María impacted Puerto Rico causing mainly damages to buildings, residences, roads and the utilities. However, property and equipment owned by the Partnership, did not suffer any damages or impairment. There were no significant expenses incurred by the Partnership related to the hurricane for the year ended December 31, 2017.



DE

PUERTO RICO  
DEPARTMENT OF EDUCATION

# Joint Venture

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## Tab 18







Tab 18 - Joint Venture

# Tab 18



## Joint Venture





Government of Puerto Rico  
Department of State

Transaction Date: 17-Apr-2019  
Register No: 426094  
Order No: 1636148

## Government of Puerto Rico

### Certificate of Formation of a Limited Liability Company

#### Article I - Limited Liability Company Name

The name of the Domestic Limited Liability Company is: **CMA-CPM-CSA JOINT VENTURE LLC**  
Desired term for the entity name is: **LLC**

#### Article II - Principal Office and Resident Agent

Its principal office in the Government of Puerto Rico will be located at:

Street Address **Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, GUAYNABO, PR, 00966-3326**  
Mailing Address **PO Box 9024051, SAN JUAN, PR, 00902-4051**  
Phone **(787) 999-4000**

The name, street and mailing address of the Resident Agent in charge of said office is:

Name **CMA-CPM-CSA Joint Venture, LLC**  
Street Address **Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, GUAYNABO, PR, 00966-3326**  
Mailing Address **PO Box 9024051, SAN JUAN, PR, 00902-4051**  
Email **jrtorres@grupocpm.com**  
Phone **(787) 999-4000**

#### Article III - Nature of Business

This is a For Profit entity whose nature of business or purpose is as follows:

**ENGAGING IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE ACT.**

#### Article IV - Authorized Persons

The name, street and mailing address of each Authorized Person is as follows:

Name **Menendez, Beatriz C.**  
Street Address **208 Ponce de Leon Ave., Popular Center - 19th Floor, SAN JUAN, PR, 00918**  
Mailing Address **208 Ponce de Leon Ave., Popular Center - 19th Floor, SAN JUAN, PR, 00918**  
Email **bmenendez@pmalaw.com**

#### Article V - Administrators

If the faculties of the Authorized Persons will end upon the filing of the Certificate of Formation of a Limited Liability Company, the names, physical and mailing address of the persons who will act as Administrators until the first annual meeting of the members or until their successors replace them are

as follows:

Name **Rivera, Hector J.**  
 Title **Manager**  
 Street Address **Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, GUAYNABO, PR, 00966-3326**  
 Mailing Address **Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, GUAYNABO, PR, 00966-3326**  
 Email **hjriviera@cpmintl.com**  
 Expiration Date **Indefinite**

Name **Tirado, Jorge A.**  
 Title **Manager**  
 Street Address **1509 F.D. Roosevelt Ave., GUAYNABO, PR, 00968**  
 Mailing Address **1509 F.D. Roosevelt Ave., GUAYNABO, PR, 00968**  
 Email **jtirado@cmapr.com**  
 Expiration Date **Indefinite**

Name **Rodríguez, José A.**  
 Title **Manager**  
 Street Address **1511 Ponce de Leon Ave., Suite 23, SAN JUAN, PR, 00909**  
 Mailing Address **1511 Ponce de Leon Ave., Suite 23, SAN JUAN, PR, 00909**  
 Email **jarodriguez@csagroup.com**  
 Expiration Date **Indefinite**

#### Article VI - Terms of Existence

The term of existence of this entity will be: **Perpetual**

The date from which the entity will be effective is: **17-Apr-2019**

#### Supporting Documents

Document	Date Issued
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#### STATEMENT UNDER PENALTY OF PERJURY

IN WITNESS WHEREOF, I/We Menendez, Beatriz C., the undersigned, for the purpose of forming a limited liability company pursuant to the laws of Puerto Rico, hereby swear that the facts herein stated are true. This 17th day of April, 2019.



Government of Puerto Rico

## CERTIFICATE OF ORGANIZATION

I, **LUIS G. RIVERA MARÍN**, Secretary of State of the Government of Puerto Rico;

**CERTIFY:** That **CMA-CPM-CSA JOINT VENTURE LLC**, register number **426094**, is a **Domestic Limited Liability Company For Profit** organized under the laws of Puerto Rico on this **17th of April, 2019 at 02:33 PM**.



**IN WITNESS WHEREOF**, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Government of Puerto Rico, in the City of San Juan, Puerto Rico, today, **April 17, 2019**.

A handwritten signature in blue ink, appearing to read "Luis G. Rivera Marín", is written over a light blue grid background.

**LUIS G. RIVERA MARÍN**  
Secretary of State

Date of this notice: 04-17-2019

Employer Identification Number:  
66-0921473

Form: SS-4

Number of this notice: CP 575 B

CMA-CPM-CSA JOINT VENTURE LLC  
JOSE R TORRES MBR  
PO BOX 9024051  
SAN JUAN, PR 00902

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 66-0921473. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.





**DE**

**PUERTO RICO**  
DEPARTMENT OF EDUCATION

# Corporate Resolution

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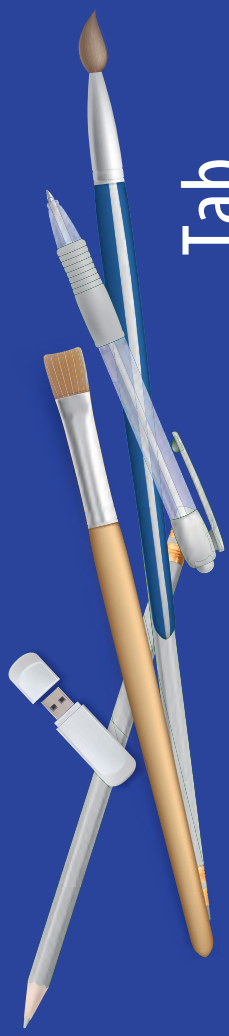
## Tab 19







# Tab 19



## Corporate Resolution


## RESOLUTION

We, Jorge A. Tirado and José A. Rodríguez, of legal age, married, Engineers and residents of Puerto Rico, in our capacity as CMA and CSA representatives, in the Management Committee of **CMA – CPM – CSA Joint Venture**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, CERTIFY that at the meeting of the Management Committee of this Company held on April 17, 2019, where there was the legal quorum required by the laws of the Commonwealth of Puerto Rico, the following resolution was duly adopted, which is presently in full force and effect:

**“RESOLVED**, as it is hereby resolved, to assign Héctor J. River, in his capacity as Representative of the Management Committee of **CMA – CPM – CSA Joint Venture**, as the authorized signer to execute our proposal and enter into a contract of behalf of the Company, for the *“Program Management Services related to RFP No. PRDE (ER) 2019-02 of the Puerto Rico Department of Education”*.

IN WITNESS WHEREOF, we sign the present Resolution in San Juan, Puerto Rico, on this 17th day of April, 2019.

  
\_\_\_\_\_  
Jorge A. Tirado  
Authorized Representative

  
\_\_\_\_\_  
José A. Rodríguez  
Authorized Representative



## TRI-VENTURE AGREEMENT

This Tri-Venture Agreement (this "Agreement") is made as of the 17<sup>th</sup> day of April, 2019, by and among **CMA Architects & Engineers, LLC** ("CMA"), a Puerto Rico limited liability company, having offices at 1509 Roosevelt Ave., Guaynabo, PR 00968; **CPM PR, LLC** ("CPM"), a Puerto Rico limited liability company, having offices at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, PR 0966-3326; and **CSA Architects & Engineers, LLP** ("CSA"), a Puerto Rico limited liability partnership, having offices at 1511 Ponce de León Ave., Suite 23, San Juan, PR 00907. For purposes of this Agreement, CMA, CPM and CSA shall be hereinafter referred to collectively as the "Members" and, individually, as a "Member."

### THE MEMBERS HERETO MUTUALLY AGREE AS FOLLOWS:

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- 1) **Joint Venture Name.** CMA, CPM and CSA hereby agree to establish a joint venture, under the name of CMA-CPM-CSA Joint Venture, LLC, hereinafter referred to as the "TRI-VENTURE" or "TV," which shall be a Puerto Rico limited liability company. The management and governance of the business and affairs of the TV shall be governed by this Agreement, which shall be superseded by an operating agreement (the "LLC Agreement"), which shall be in form and substance acceptable to the Members, shall reflect the terms and conditions set forth in this Agreement, and shall include such other terms and conditions as are acceptable to all the Members. The Members hereby agree to cause the formation of the TV, by filing a certificate of formation in the Puerto Rico Department of State, within five days following the execution of this Agreement. The Members agree to execute the LLC Agreement prior to the execution of the Client Contract.
  - 2) **Purpose of TRI-VENTURE.** The TRI-VENTURE shall be established for the sole purpose of performing the services in accordance with the contract for RFP- Program Management for Repair and Reconstruction of Public Schools (hereinafter called the "Project") through the corresponding government entity (hereinafter called the "Client Contract"), which is understood to be an indefinite quantity/delivery type contract, ultimately comprised of multiple task assignments by the Client under the terms of the Client Contract.
  - 3) **Principal Office; Resident Agent; Managers.** The principal office of the TRI-VENTURE initially shall be located at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, Puerto Rico 00966-3326, and the resident agent shall be the TRI-VENTURE itself. The initial managers/administrators of the TRI-VENTURE shall be:
    - a) Héctor J. Rivera
    - b) José A. Rodríguez
    - c) Jorge A. Tirado
  - 4) **Relationships of Members.**
    - a) Each Member shall be fully responsible for its own personnel and the payment of all salaries, payroll and other taxes, allowances and benefits required by all applicable laws.

Each Member agrees to indemnify and hold the other Members harmless from any claims and liabilities arising out of the responsibilities of the Member to any of its component/ affiliate/subsidiary companies and any of their personnel under all applicable labor and employment laws and association and corporate tax laws.

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- b) Each Member acknowledges that it is an independent contractor and an independent IRS entity, and that it has other business relationships; that each Member is not the other Member's source of income or business; that each Member has control over the means and manner of performing its own duties and is responsible for the results of such duties; that each Member considers itself to be in business for itself and that each Member is not required to work exclusively for the TRI-VENTURE on matters not related to the Project.
  - c) For the term of this Agreement, the Members shall work exclusively with each other (directly and through the TV) for the submission of a proposal for the Project and, if the Client Contract is awarded to the TV, for the performance of the Client Contract. Notwithstanding the foregoing, any Member (directly or through any affiliate) may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the TV (to the extent unrelated to the Project), and none of the TV, any Member, or any affiliate of any Member shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Member or affiliate thereof or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Member or affiliate thereof shall not be deemed wrongful or improper, to the extent unrelated to the Project. No Member or affiliate thereof shall be obligated to submit any business opportunity to the TV even if such opportunity is of a character or nature which, if submitted to the TV, could be availed of by the TV, and any Member or affiliate thereof shall have the right to take for its own account (individually or as a partner, member or fiduciary) or to recommend to others any business opportunity, to the extent not related to the Project.
  - d) The membership interests of the Members in the TRI-VENTURE shall be in accordance with the following percentages.
    - i) CMA      33 $\frac{1}{3}$ %
    - ii) CPM     33 $\frac{1}{3}$ %
    - iii) CSA     33 $\frac{1}{3}$ %
  - e) Unless otherwise agreed to by the Members, the TRI-VENTURE shall have no employees. All personnel necessary to perform services under the Client Contract shall be provided by the Members through their respective personnel. Unless provided otherwise in the LLC Agreement, the TRI-VENTURE shall bill the Client for such services as provided in the Client Contract, and all payments from the Client received by the TRI-VENTURE for services performed by a Member shall be promptly remitted to the Member performing such services, less amounts withheld proportionately from receipts to pay or provide for the payment of expenses (or any agreed upon contingencies or reserves) of the TRI-VENTURE. The Members understand and agree that the TRI-VENTURE is not being operated to generate profit to be shared by the Members; the TRI-VENTURE shall act as a conduit for billing and remitting to Members payments received by the Client for services

perform by the Members. The Members will incorporate in the LLC Agreement the billing and payment remittance structure that is most tax efficient for the Members.

5) **Management Committee.**

- a) The business and affairs of the TRI-VENTURE, and the direction and management of the performance of the Client Contract, as well as the determination of all policies connected therewith, shall be under the direction and control of a Management Committee (hereinafter called the "Management Committee"), consisting of one primary representative and one alternate representative designated by each Member.
- b) Upon the signing of this Agreement, the Management Committee shall consist of the following persons:
- i) CMA
    - (1) Primary: Jorge A. Tirado
    - (2) Alternate: José Torres-Rodríguez
  - ii) CPM
    - (1) Primary: Héctor J. Rivera-Rodríguez
    - (2) Alternate: José Raúl Torres-Morales
  - iii) CSA
    - (1) Primary: José A. Rodríguez
    - (2) Alternate: Carlos J. Vivoni
- c) Each of the above-named persons shall continue to serve as the primary or alternate representative of the Member selecting the individual until such time as said Member shall elect to choose the individual's successor (and may not be removed by any Member other than the Member that designated such individual). In the event that a Member elects to change its representatives, or in the event of the death, resignation or disability of any Member's representative to the Management Committee, such Member shall forthwith select a successor duly qualified as hereinabove provided to be such Member's representative of the Management Committee.
- d) With regards to the decisions of the Management Committee, each Member shall have one (1) vote, and each vote will be of equal value. The LLC Agreement will specify the matters that will have to be submitted to the Management Committee for approval. The LLC Agreement will provide that certain of such matters required to be submitted to the Management Committee will require unanimous approval, and others will require majority approval. All decisions and actions of the Management Committee made in accordance with the terms of the LLC Agreement shall be final and binding on the TRI-VENTURE and each Member.
- e) Any matter required to be submitted to the Management Committee may be approved pursuant to a written consent to action signed or approved by the requisite number of representatives to the Management Committee (which may be provided by email). If all representatives provide prior written consent, telephonic meetings may be held. A minimum of one Management Committee representative of each Member shall be required

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to be present to constitute a quorum for any meeting/call to conduct business of the TRI-VENTURE.

- f) Any representative may call a meeting upon ONE (1) WEEK notice by letter or E-mail, or such shorter period if all three representatives waive such notice requirement. The Management Committee will formally meet no less than every 45 days to review the status of the Contract and the status of the TRI-VENTURE. Status report/update conference calls will also be held for the benefit of the Management Committee on a more frequent interval if/as appropriate.
  - g) If, after being duly notified of any meeting or other action required by the Management Committee, the primary representative of a Member is not available to vote or otherwise transact business on behalf of the Member that designated him/her, the alternate representative shall have the same power and authority to act on behalf of that Member.
  - h) Each of the Members authorizes its primary and alternate representatives to act on behalf of such Member in the making of all decisions.
  - i) Should the representatives be unable to resolve a disagreement, such disagreement shall be resolved as provided in Section 14 of this Agreement.
- 6) **Insurance.**
- a) The TRI-VENTURE shall procure such insurance policies in the name of the TRI-VENTURE as are required to be obtained by the TRI VENTURE (rather than individual Members) by the Client Contract in order to protect the interests of the TRI-VENTURE. The Members shall work in good faith to obtain, on behalf of the TV, the insurance and bonds required under the Client Contract.
  - b) In addition to the above, each Member shall individually maintain adequate insurance coverage to protect its employees, vehicles, personal property, professional liability, general liability coverage(s) for third parties and/or first parties, and to provide reasonable protection against all claims, liabilities, damages and causes of action arising out of or attributable to the performance of the contract services caused by negligence, intentional acts, errors, or omissions in connection with the Client's Contract, to the extent attributable to the Member, in such amounts equal to the greatest level of insurance coverage currently maintained by any Member, unless a greater level of insurance is required to be maintained by Members under the Client Contract.
  - c) Within 30 days prior to signing Client Contract, each Member must present proof of insurance to the other Members. Proof of insurance shall be presented in the form of valid insurance certificates issued by a licensed insurance broker, with an insurance company rated AM Best A-VII or better. The certificate holder shall be the TRI-VENTURE entity. Each Member shall provide current renewal certificates of such insurance policies on an annual basis.
  - d) Without in any way limiting the foregoing provisions of this Section 6 or any Member's liabilities under this Agreement, each Member shall procure and maintain, at its sole cost and expense, the following insurance (and all such policies shall name the TRI-VENTURE and the other Members as additional insureds, except for workers' compensation and professional liability):

- i) Workers' Compensation and Employers' Liability Insurance as prescribed by the applicable law of the place of the hire and place of performance of the services to cover all employees of such Member.
- ii) Commercial General Liability Insurance (Personal and Bodily Injury/ Property Damage), including premises/operations and products/completed operations blanket contractual liability, the limits of which shall not be less than \$3,000,000 per occurrence and \$6,000,000 aggregate. The TRI-VENTURE and the other Member shall be listed as an additional insured on each Member's Commercial General Liability insurance policy.
- iii) Automobile Liability Insurance with aggregate limits of \$2,000,000.
- iv) Professional Liability Coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate. Each Member shall have its policy endorsed to cover its interest in the TRI-VENTURE, and each Member agrees to maintain its professional liability insurance coverage for a minimum of three (3) years after the completion of the TRI-VENTURE's services under the Client Contract and shall provide a copy of such endorsement to the other Member.
- v) Valuable Papers Insurance. Coverage to provide for replacement or restoration of plans, drawings, field notes, and other data related to the Contract prepared by or provided to the Member under this Agreement in the event of damage, loss or destruction in the amount of \$150,000.
- vi) Excess Umbrella may be used to meet the minimum insurance requirements for Commercial Liability including Completed Operations and Automobile liability.

7) **Limits of Authority.** None of the Members shall have the authority to make any commitment on behalf of the TRI-VENTURE or to or encumber or pledge any of the TRI-VENTURE's assets as collateral for or on behalf of the TRI-VENTURE or for or on behalf of any Member, except to the extent such authority shall be specifically conveyed in writing or set forth in the LLC Agreement.

8) **Governing Documents.** The work shall be carried out in accordance with all the terms and conditions of the Client Contract, this Agreement, and the LLC Agreement. The duties, responsibilities, obligations and liabilities of each Member to the TV will be as set forth in this Agreement and the LLC Agreement. It is contemplated that each Member will contribute one-third of any capital and other resources required to be contributed to the TV, as determined by the unanimous decision of the Management Committee. Any matter regarding the governance of the business and affairs of the TV that is not addressed herein will be addressed in the LLC Agreement. The LLC Agreement will provide how and to what extent expenses will be incurred by each Member on behalf of the TV, how such expenses will be invoiced to the TV, and how they will be paid by the TV to the Members. The LLC Agreement will also provide how and when distributions will be paid to the Members. The LLC Agreement will include the restrictions applicable to the proposed transfer by any Member of its membership interests in the TV.

9) **Contract Management and Project Technical Management.**

- a) The Management Committee shall have the authority to appoint, change or replace an executive/principal level "Contract Manager." Subject to the terms of the LLC Agreement, the Contract Manager shall have full technical authority over the execution of the Client

Contract, and may be but is not required to also be a member of the Management Committee. Subject to the terms of the LLC Agreement, the Contract Manager shall have authority to sign agreements with potential subcontractors, as well as Task Orders associated with the Client Contract. The Contract Manager shall be appointed by unanimous approval of the Members.

- b) The Management Committee, acting unanimously, shall also have the authority to appoint, change or replace the "Project Manager" or "PM." The Program Manager shall report to the Contract Manager and, subject to the terms of the LLC Agreement, shall have full day-to-day technical authority over the performance of the Client Contract and the daily direction, coordination, and management of the services required to be performed under the Client Contract.
- c) Neither the Contract Manager nor the Program Manager shall have the authority to consent to or commit to any contract actions, contract modifications, financial commitments or financial obligations on behalf of the TRI-VENTURE unless permitted by this TV Agreement or the LLC Agreement or authorized by the unanimous written consent of the Management Committee.

10) **Contract Manager and Other Officers.**

- a) The Contract Manager shall be the administrative leader acting on behalf of the TRI-VENTURE in exercising all of the TRI-VENTURE's rights and obligations toward the Client under the Client Contract, except as set forth otherwise in the LLC Agreement. The Contract Manager will serve as the official contact with the Client on behalf of the TRI-VENTURE. The Contract Manager will be responsible for ensuring that copies of all Client notices, including task orders, are delivered to each Member of the TRI-VENTURE.
- b) The other officers of the TV shall be designated as set forth in the LLC Agreement. Such officers shall include a Treasurer, who shall keep such full and detailed books of account as may be necessary for proper financial maintenance of the TRI-VENTURE's account and keep such books of account in accordance with generally accepted accounting principles. The Treasurer shall issue statements of the account or other reports as required by the Management Committee.
  - i) The Treasurer shall keep all the TRI-VENTURE's books and records at the TV's principal office, available for inspection and copying by each Member at its own expense during normal business hours. Such books and records shall be preserved in good order until the later of: (i) ten years after Project completion; (ii) dissolution of the TV; (iii) the date required by applicable law; or (iv) the date required by the Client Contract.
  - ii) Each Member shall maintain a separate set of full and current books of account, records, and other supporting documentation, set up on a cash basis of accounting, to substantiate all costs and expenses charged by it to the TRI-VENTURE. Such documents shall be available for inspection and copying by the other Members upon reasonable notice during normal business hours and shall be preserved in good order until the final accounting and settlement has been completed pursuant to this Agreement and the LLC Agreement.

- c) Any withdrawal of funds from the TRI-VENTURE's Account, not including the payment of Member invoices, in the amount greater than \$5,000.00 must be authorized in advance by the Management Committee.
- d) The TRI-VENTURE shall use as a depository such bank or banks as the Management Committee shall from time to time determine by unanimous approval, and all monies contributed as working capital by the Members, as well as all other monies received on behalf of the TRI-VENTURE pursuant to the Client Contract, or from any other source but related to the Client Contract, shall be deposited in such bank account(s), and shall be subject to withdrawal by check only, signed by such persons as may from time to time be designated by the Management Committee.
- e) Upon dissolution of the TV, a final accounting and audit of the TRI-VENTURE's operations shall be prepared by the TRI-VENTURE's accountant at the expense of the TRI-VENTURE.

11) **Fiscal Matters.**

- a) The initial capitalization of the TRI-VENTURE shall be as set forth in the LLC Agreement. The Members shall contribute such additional capital as the Management Committee may from time to time determine by unanimous approval, such contribution to be made in proportion to the respective interests of the Members in the TV. Capital Contributions shall be made within ten (10) days of the date of any duly approved request by the Management Committee. These funds shall be repaid by the TRI-VENTURE prior to the distribution of net profits, on a schedule or at times to be determined by the Management Committee. Failure to contribute all or any part of a required capital contribution on the date and in the manner specified by the Management Committee will constitute an event of default under the LLC Agreement, and such shortfall may (but is not required to be) funded by the other Members. In addition, the defaulting Member's participation in the TV will be subject to punitive dilution to the extent provided for in the LLC Agreement.
- b) Each Member may charge the TV only costs arising from its share of the work as contemplated in the LLC Agreement and shall submit details of all chargeable costs incurred by it monthly. A party reimbursed for any costs which are subsequently disallowed shall repay such costs to the TRI-VENTURE.
- c) When determined to be necessary by the Management Committee, all books and records of the TRI-VENTURE shall be audited at the expense of the TRI-VENTURE by an independent certified public accountant chosen by unanimous approval of the Management Committee. All audited figures of such accountant shall be final and binding on the TRI-VENTURE and each Member, absent fraud or manifest error.
- d) The TRI-VENTURE shall file a partnership tax return and for Puerto Rico income tax purposes shall be taxed as a partnership, and the TV shall make all elections required therefor. Any different tax election or change in tax status shall require the unanimous approval of the Management Committee. Such tax return shall be prepared by the accountant chosen by the unanimous approval of the Management Committee.
- e) The TRI-VENTURE shall pay all filing and related fees imposed on it by applicable federal, state, or local law.
- f) The fiscal year of the TRI-VENTURE shall be the calendar year unless otherwise

unanimously agreed to by the Management Committee.

12) **Standard of Care and Indemnification.**

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- a) Each Member shall perform its services required under the Client Contract, this Agreement and the LLC Agreement in accordance with the standard of care required under the Client Contract. Subject to the scope of services required in the Client Contract, these services will be provided by persons meeting all required qualifications under the Client Contract.
  - b) The TRI-VENTURE shall be solely liable for any and all costs, losses, damages, debts, obligations, and liabilities arising out of the Client Contract, except to the extent of the obligations of the Members expressly set forth herein and in the LLC Agreement.
  - c) To the fullest extent permitted by law, each Member (as "Indemnifying Member") shall indemnify and hold harmless the other Members (as "Indemnified Members"), its officers, directors, and employees from and against any and all costs, losses, and damages to the extent that such costs, losses, and damages are caused by the acts or omissions of such Indemnifying Member, its officers, directors, or employees in performing services under the Client Contract, and are not actually covered by a policy of insurance purchased by and issued for the TRI-VENTURE. In no event shall any Member be liable to the TRI-VENTURE or any other Member for any incidental, special, consequential or punitive damages arising under or related to this Agreement, the LLC Agreement, the Client Contract, or otherwise, except for such damages that are claimed by the Client or third parties and are subject to indemnity under this Agreement or the LLC Agreement.
  - d) Each Member shall have full responsibility for the work assigned to it by the Management Committee, shall be liable for any damages or claims related to such work to the extent that the TV is liable to a third party, and shall indemnify the other Members as required in 12(c) above. Review and approval by the other Members shall not relieve the Indemnifying Member who performed the work of responsibility for the work and the duty to indemnify the Indemnified Members as set forth herein. In the event it is not possible to determine which Member(s) performed the work, then all such related liabilities and losses resulting from said work shall be shared by the Members in accordance with their percentage interest in the TV, to the extent that the TV is liable to a third party.

13) **Dissolution, Termination or Bankruptcy.**

- a) In the event of insolvency, bankruptcy, dissolution or failure of any Member in fulfilling its obligations in whole or in part under the LLC Agreement, the other Members will have the rights and remedies specified in the LLC Agreement. Such remedies shall include the right to redeem the defaulting Member's interest in and to the TRI-VENTURE or the assets thereof.
- b) In such case, the Members not in default shall have the right:
  - i) To wind up the affairs of the Client Contract and to carry on and complete performance of the Client Contract without participation by the Member in default, its successors, receivers, or other legal representatives.
  - ii) To operate the bank accounts without reference to the Member in default.
  - iii) To receive all payments under the Client Contract including those designated for the

Member in default as irrevocably constituted and appointed attorney-in-fact for the Member in default, excluding amounts due to the defaulting Member prior to default minus the amount in default.

- iv) To obtain all equipment and materials purchased for the performance of the Client Contract and all assets owned by the TRI-VENTURE at the time of the default until the completion of the Client Contract. The Member in default, its successors and receivers or other legal representatives shall execute all documents and do all things necessary or expedient to facilitate the exercise of such rights by the non-defaulting Members.
- c) Upon completion or earlier termination of the Client Contract and receipt of all amounts due thereunder, the remaining Members shall have the right to wind up the affairs of the TRI-VENTURE. The remaining Members shall account to the legal representatives of the Member in default, and such representatives shall be entitled to receive an amount equal to any sums provided by the Member in default towards any general fund which shall not have previously been expended, plus such Member's share of any invoices due it, reduced by any losses and damages occasioned by its default. In the event that the share of the losses chargeable to such representatives of the Member in default exceeds any sums provided by the Member to any general fund and the invoices due it, the said representatives shall promptly pay the excess to the remaining Members.
- 14) **Dispute Resolution.** Disputes or disagreements are not justifiable grounds to discontinue activities under ongoing projects unless the Members unanimously agree in writing prior to the cessation of activities. Any dispute or disagreement which cannot be resolved by the Members (through mediation or other more expeditious means) and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof, the Client Contract or the LLC Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, held in San Juan, Puerto Rico.
- 15) **Governing Law.** The interpretation of this Agreement and the LLC Agreement shall be controlled and governed by the laws of the Commonwealth of Puerto Rico.
- 16) **Successors and Assigns.** This Agreement shall be binding on each Member and its respective successors and permitted assigns. None of the Members may assign any of this rights, duties, or obligations under this Agreement without the prior written consent of the other Members.
- 17) **Entire Agreement.** This Agreement represents and constitutes the entire Agreement between the Members and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each Member.
- 18) **Compliance with Law.** Each Member represents and warrants to the other Members that:
  - a) all documents submitted by such Member related to the Client Contract and any proposal in connection therewith, including but not limited to CVs, financial reports, and certifications are accurate; the submitted documents do not contain untrue statements of material fact or omit any material facts; and each Member recognizes that any inaccuracies, or misstatements or omissions of material fact can adversely affect the validity and

acceptability of any submission or proposal and the validity of any award of a contract based upon such submission or proposal;

- b) it has not and will not engage in the bribery of government officials in connection with any matter; and
  - c) it will maintain and enforce a policy that prohibits bribery of government officials.
- 19) **Valid Agreement.** This Agreement shall be valid from the date first above written so as to allow proposal preparation, marketing, teaming agreements with subcontractors, and any other appropriate pre-award activities. This Agreement shall remain in force until all responsibilities of the TRI-VENTURE towards the Client have been fulfilled and all accounts with the Client and the Members have been settled.
- 20) **Captions.** It is expressly agreed that words used in the singular shall include words in the plural where the text of this Agreement so required.
- 21) **Delay in Award/Failure to Win Contract.** This Agreement shall be effective as of the date first set forth above, and shall terminate upon the occurrence of any of the events listed below:
- a) The Client provides notification that the TRI-VENTURE has not been selected for negotiation of a Client Contract;
  - b) The Client advises that the RFP has been delayed for award for a period of 12 months or longer or Client advises no award to any offeror will be made; or
  - c) The Members, following good faith negotiations, are unable to agree upon a mutually acceptable proposal to, or Contract with, the Client.
  - d) Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article shall confer, create, or expand any rights on behalf of the Client or in any other third parties.
- 22) **Proposals and Client Contract.** Any proposal (or amendment or supplement to any proposal) to be submitted to the Client shall be approved by all three Members prior to the submission thereof. The Client Contract shall be approved by all three Members prior to the execution thereof. The Members agree that any and all confidential information disclosed by any Member to the other Member in the preparation of any proposal or in the negotiation of the Client Contract and identified as confidential shall be maintained in strict confidence by the other Members receiving such information. No public announcement, press release, advertising, or other publicity regarding this Agreement or any proposal, contracts or services contemplated hereby will be made by any Member without the prior approval of the other Members.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed the day and year first above written for the Members by their respective officers thereunto duly authorized.

Attest:

CMA Architects & Engineers LLC

\_\_\_\_\_

By: 

Name: Jorge A. Tirado

Title: Managing Member

CPM PR LLC

\_\_\_\_\_

By: 

Name: Héctor J. Rivera

Title: President

CSA Architects and Engineers LLP

\_\_\_\_\_

By: 

Name: José A. Rodríguez

Title: VP Operations



*[Signature Page of Tri-Venture Agreement]*

## TRI-VENTURE AGREEMENT

This Tri-Venture Agreement (this "Agreement") is made as of the 17<sup>th</sup> day of April, 2019, by and among **CMA Architects & Engineers, LLC** ("CMA"), a Puerto Rico limited liability company, having offices at 1509 Roosevelt Ave., Guaynabo, PR 00968; **CPM PR, LLC** ("CPM"), a Puerto Rico limited liability company, having offices at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, PR 0966-3326; and **CSA Architects & Engineers, LLP** ("CSA"), a Puerto Rico limited liability partnership, having offices at 1511 Ponce de León Ave., Suite 23, San Juan, PR 00907. For purposes of this Agreement, CMA, CPM and CSA shall be hereinafter referred to collectively as the "Members" and, individually, as a "Member."

### THE MEMBERS HERETO MUTUALLY AGREE AS FOLLOWS:

- HJR  
JH  
ZSND
- 1) **Joint Venture Name.** CMA, CPM and CSA hereby agree to establish a joint venture, under the name of CMA-CPM-CSA Joint Venture, LLC, hereinafter referred to as the "TRI-VENTURE" or "TV," which shall be a Puerto Rico limited liability company. The management and governance of the business and affairs of the TV shall be governed by this Agreement, which shall be superseded by an operating agreement (the "LLC Agreement"), which shall be in form and substance acceptable to the Members, shall reflect the terms and conditions set forth in this Agreement, and shall include such other terms and conditions as are acceptable to all the Members. The Members hereby agree to cause the formation of the TV, by filing a certificate of formation in the Puerto Rico Department of State, within five days following the execution of this Agreement. The Members agree to execute the LLC Agreement prior to the execution of the Client Contract.
  - 2) **Purpose of TRI-VENTURE.** The TRI-VENTURE shall be established for the sole purpose of performing the services in accordance with the contract for RFP- Program Management for Repair and Reconstruction of Public Schools (hereinafter called the "Project") through the corresponding government entity (hereinafter called the "Client Contract"), which is understood to be an indefinite quantity/delivery type contract, ultimately comprised of multiple task assignments by the Client under the terms of the Client Contract.
  - 3) **Principal Office; Resident Agent; Managers.** The principal office of the TRI-VENTURE initially shall be located at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, Puerto Rico 00966-3326, and the resident agent shall be the TRI-VENTURE itself. The initial managers/administrators of the TRI-VENTURE shall be:
    - a) Héctor J. Rivera
    - b) José A. Rodríguez
    - c) Jorge A. Tirado
  - 4) **Relationships of Members.**
    - a) Each Member shall be fully responsible for its own personnel and the payment of all salaries, payroll and other taxes, allowances and benefits required by all applicable laws.

Each Member agrees to indemnify and hold the other Members harmless from any claims and liabilities arising out of the responsibilities of the Member to any of its component/ affiliate/subsidiary companies and any of their personnel under all applicable labor and employment laws and association and corporate tax laws.

- b) Each Member acknowledges that it is an independent contractor and an independent IRS entity, and that it has other business relationships; that each Member is not the other Member's source of income or business; that each Member has control over the means and manner of performing its own duties and is responsible for the results of such duties; that each Member considers itself to be in business for itself and that each Member is not required to work exclusively for the TRI-VENTURE on matters not related to the Project.
- c) For the term of this Agreement, the Members shall work exclusively with each other (directly and through the TV) for the submission of a proposal for the Project and, if the Client Contract is awarded to the TV, for the performance of the Client Contract. Notwithstanding the foregoing, any Member (directly or through any affiliate) may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the TV (to the extent unrelated to the Project), and none of the TV, any Member, or any affiliate of any Member shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Member or affiliate thereof or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Member or affiliate thereof shall not be deemed wrongful or improper, to the extent unrelated to the Project. No Member or affiliate thereof shall be obligated to submit any business opportunity to the TV even if such opportunity is of a character or nature which, if submitted to the TV, could be availed of by the TV, and any Member or affiliate thereof shall have the right to take for its own account (individually or as a partner, member or fiduciary) or to recommend to others any business opportunity, to the extent not related to the Project.
- d) The membership interests of the Members in the TRI-VENTURE shall be in accordance with the following percentages.
- i) CMA      33 $\frac{1}{3}$ %
  - ii) CPM     33 $\frac{1}{3}$ %
  - iii) CSA     33 $\frac{1}{3}$ %
- e) Unless otherwise agreed to by the Members, the TRI-VENTURE shall have no employees. All personnel necessary to perform services under the Client Contract shall be provided by the Members through their respective personnel. Unless provided otherwise in the LLC Agreement, the TRI-VENTURE shall bill the Client for such services as provided in the Client Contract, and all payments from the Client received by the TRI-VENTURE for services performed by a Member shall be promptly remitted to the Member performing such services, less amounts withheld proportionately from receipts to pay or provide for the payment of expenses (or any agreed upon contingencies or reserves) of the TRI-VENTURE. The Members understand and agree that the TRI-VENTURE is not being operated to generate profit to be shared by the Members; the TRI-VENTURE shall act as a conduit for billing and remitting to Members payments received by the Client for services

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perform by the Members. The Members will incorporate in the LLC Agreement the billing and payment remittance structure that is most tax efficient for the Members.

5) **Management Committee.**

- a) The business and affairs of the TRI-VENTURE, and the direction and management of the performance of the Client Contract, as well as the determination of all policies connected therewith, shall be under the direction and control of a Management Committee (hereinafter called the "Management Committee"), consisting of one primary representative and one alternate representative designated by each Member.
- b) Upon the signing of this Agreement, the Management Committee shall consist of the following persons:
- i) CMA
    - (1) Primary: Jorge A. Tirado
    - (2) Alternate: José Torres-Rodríguez
  - ii) CPM
    - (1) Primary: Héctor J. Rivera-Rodríguez
    - (2) Alternate: José Raúl Torres-Morales
  - iii) CSA
    - (1) Primary: José A. Rodríguez
    - (2) Alternate: Carlos J. Vivoni
- c) Each of the above-named persons shall continue to serve as the primary or alternate representative of the Member selecting the individual until such time as said Member shall elect to choose the individual's successor (and may not be removed by any Member other than the Member that designated such individual). In the event that a Member elects to change its representatives, or in the event of the death, resignation or disability of any Member's representative to the Management Committee, such Member shall forthwith select a successor duly qualified as hereinabove provided to be such Member's representative of the Management Committee.
- d) With regards to the decisions of the Management Committee, each Member shall have one (1) vote, and each vote will be of equal value. The LLC Agreement will specify the matters that will have to be submitted to the Management Committee for approval. The LLC Agreement will provide that certain of such matters required to be submitted to the Management Committee will require unanimous approval, and others will require majority approval. All decisions and actions of the Management Committee made in accordance with the terms of the LLC Agreement shall be final and binding on the TRI-VENTURE and each Member.
- e) Any matter required to be submitted to the Management Committee may be approved pursuant to a written consent to action signed or approved by the requisite number of representatives to the Management Committee (which may be provided by email). If all representatives provide prior written consent, telephonic meetings may be held. A minimum of one Management Committee representative of each Member shall be required

to be present to constitute a quorum for any meeting/call to conduct business of the TRI-VENTURE.

- f) Any representative may call a meeting upon ONE (1) WEEK notice by letter or E-mail, or such shorter period if all three representatives waive such notice requirement. The Management Committee will formally meet no less than every 45 days to review the status of the Contract and the status of the TRI-VENTURE. Status report/update conference calls will also be held for the benefit of the Management Committee on a more frequent interval if/as appropriate.
  - g) If, after being duly notified of any meeting or other action required by the Management Committee, the primary representative of a Member is not available to vote or otherwise transact business on behalf of the Member that designated him/her, the alternate representative shall have the same power and authority to act on behalf of that Member.
  - h) Each of the Members authorizes its primary and alternate representatives to act on behalf of such Member in the making of all decisions.
  - i) Should the representatives be unable to resolve a disagreement, such disagreement shall be resolved as provided in Section 14 of this Agreement.
- 6) **Insurance.**
- a) The TRI-VENTURE shall procure such insurance policies in the name of the TRI-VENTURE as are required to be obtained by the TRI VENTURE (rather than individual Members) by the Client Contract in order to protect the interests of the TRI-VENTURE. The Members shall work in good faith to obtain, on behalf of the TV, the insurance and bonds required under the Client Contract.
  - b) In addition to the above, each Member shall individually maintain adequate insurance coverage to protect its employees, vehicles, personal property, professional liability, general liability coverage(s) for third parties and/or first parties, and to provide reasonable protection against all claims, liabilities, damages and causes of action arising out of or attributable to the performance of the contract services caused by negligence, intentional acts, errors, or omissions in connection with the Client's Contract, to the extent attributable to the Member, in such amounts equal to the greatest level of insurance coverage currently maintained by any Member, unless a greater level of insurance is required to be maintained by Members under the Client Contract.
  - c) Within 30 days prior to signing Client Contract, each Member must present proof of insurance to the other Members. Proof of insurance shall be presented in the form of valid insurance certificates issued by a licensed insurance broker, with an insurance company rated AM Best A-VII or better. The certificate holder shall be the TRI-VENTURE entity. Each Member shall provide current renewal certificates of such insurance policies on an annual basis.
  - d) Without in any way limiting the foregoing provisions of this Section 6 or any Member's liabilities under this Agreement, each Member shall procure and maintain, at its sole cost and expense, the following insurance (and all such policies shall name the TRI-VENTURE and the other Members as additional insureds, except for workers' compensation and professional liability):

- i) Workers' Compensation and Employers' Liability Insurance as prescribed by the applicable law of the place of the hire and place of performance of the services to cover all employees of such Member.
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- v) Valuable Papers Insurance. Coverage to provide for replacement or restoration of plans, drawings, field notes, and other data related to the Contract prepared by or provided to the Member under this Agreement in the event of damage, loss or destruction in the amount of \$150,000.

vi) Excess Umbrella may be used to meet the minimum insurance requirements for Commercial Liability including Completed Operations and Automobile liability.

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- b) The other officers of the TV shall be designated as set forth in the LLC Agreement. Such officers shall include a Treasurer, who shall keep such full and detailed books of account as may be necessary for proper financial maintenance of the TRI-VENTURE's account and keep such books of account in accordance with generally accepted accounting principles. The Treasurer shall issue statements of the account or other reports as required by the Management Committee.
  - i) The Treasurer shall keep all the TRI-VENTURE's books and records at the TV's principal office, available for inspection and copying by each Member at its own expense during normal business hours. Such books and records shall be preserved in good order until the later of: (i) ten years after Project completion; (ii) dissolution of the TV; (iii) the date required by applicable law; or (iv) the date required by the Client Contract.
  - ii) Each Member shall maintain a separate set of full and current books of account, records, and other supporting documentation, set up on a cash basis of accounting, to substantiate all costs and expenses charged by it to the TRI-VENTURE. Such documents shall be available for inspection and copying by the other Members upon reasonable notice during normal business hours and shall be preserved in good order until the final accounting and settlement has been completed pursuant to this Agreement and the LLC Agreement.

- c) Any withdrawal of funds from the TRI-VENTURE's Account, not including the payment of Member invoices, in the amount greater than \$5,000.00 must be authorized in advance by the Management Committee.
- d) The TRI-VENTURE shall use as a depository such bank or banks as the Management Committee shall from time to time determine by unanimous approval, and all monies contributed as working capital by the Members, as well as all other monies received on behalf of the TRI-VENTURE pursuant to the Client Contract, or from any other source but related to the Client Contract, shall be deposited in such bank account(s), and shall be subject to withdrawal by check only, signed by such persons as may from time to time be designated by the Management Committee.
- e) Upon dissolution of the TV, a final accounting and audit of the TRI-VENTURE's operations shall be prepared by the TRI-VENTURE's accountant at the expense of the TRI-VENTURE.

11) **Fiscal Matters.**

- a) The initial capitalization of the TRI-VENTURE shall be as set forth in the LLC Agreement. The Members shall contribute such additional capital as the Management Committee may from time to time determine by unanimous approval, such contribution to be made in proportion to the respective interests of the Members in the TV. Capital Contributions shall be made within ten (10) days of the date of any duly approved request by the Management Committee. These funds shall be repaid by the TRI-VENTURE prior to the distribution of net profits, on a schedule or at times to be determined by the Management Committee. Failure to contribute all or any part of a required capital contribution on the date and in the manner specified by the Management Committee will constitute an event of default under the LLC Agreement, and such shortfall may (but is not required to be) funded by the other Members. In addition, the defaulting Member's participation in the TV will be subject to punitive dilution to the extent provided for in the LLC Agreement.
- b) Each Member may charge the TV only costs arising from its share of the work as contemplated in the LLC Agreement and shall submit details of all chargeable costs incurred by it monthly. A party reimbursed for any costs which are subsequently disallowed shall repay such costs to the TRI-VENTURE.
- c) When determined to be necessary by the Management Committee, all books and records of the TRI-VENTURE shall be audited at the expense of the TRI-VENTURE by an independent certified public accountant chosen by unanimous approval of the Management Committee. All audited figures of such accountant shall be final and binding on the TRI-VENTURE and each Member, absent fraud or manifest error.
- d) The TRI-VENTURE shall file a partnership tax return and for Puerto Rico income tax purposes shall be taxed as a partnership, and the TV shall make all elections required therefor. Any different tax election or change in tax status shall require the unanimous approval of the Management Committee. Such tax return shall be prepared by the accountant chosen by the unanimous approval of the Management Committee.
- e) The TRI-VENTURE shall pay all filing and related fees imposed on it by applicable federal, state, or local law.
- f) The fiscal year of the TRI-VENTURE shall be the calendar year unless otherwise

unanimously agreed to by the Management Committee.

12) **Standard of Care and Indemnification.**

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- a) Each Member shall perform its services required under the Client Contract, this Agreement and the LLC Agreement in accordance with the standard of care required under the Client Contract. Subject to the scope of services required in the Client Contract, these services will be provided by persons meeting all required qualifications under the Client Contract.
  - b) The TRI-VENTURE shall be solely liable for any and all costs, losses, damages, debts, obligations, and liabilities arising out of the Client Contract, except to the extent of the obligations of the Members expressly set forth herein and in the LLC Agreement.
  - c) To the fullest extent permitted by law, each Member (as "Indemnifying Member") shall indemnify and hold harmless the other Members (as "Indemnified Members"), its officers, directors, and employees from and against any and all costs, losses, and damages to the extent that such costs, losses, and damages are caused by the acts or omissions of such Indemnifying Member, its officers, directors, or employees in performing services under the Client Contract, and are not actually covered by a policy of insurance purchased by and issued for the TRI-VENTURE. In no event shall any Member be liable to the TRI-VENTURE or any other Member for any incidental, special, consequential or punitive damages arising under or related to this Agreement, the LLC Agreement, the Client Contract, or otherwise, except for such damages that are claimed by the Client or third parties and are subject to indemnity under this Agreement or the LLC Agreement.
  - d) Each Member shall have full responsibility for the work assigned to it by the Management Committee, shall be liable for any damages or claims related to such work to the extent that the TV is liable to a third party, and shall indemnify the other Members as required in 12(c) above. Review and approval by the other Members shall not relieve the Indemnifying Member who performed the work of responsibility for the work and the duty to indemnify the Indemnified Members as set forth herein. In the event it is not possible to determine which Member(s) performed the work, then all such related liabilities and losses resulting from said work shall be shared by the Members in accordance with their percentage interest in the TV, to the extent that the TV is liable to a third party.

13) **Dissolution, Termination or Bankruptcy.**

- a) In the event of insolvency, bankruptcy, dissolution or failure of any Member in fulfilling its obligations in whole or in part under the LLC Agreement, the other Members will have the rights and remedies specified in the LLC Agreement. Such remedies shall include the right to redeem the defaulting Member's interest in and to the TRI-VENTURE or the assets thereof.
- b) In such case, the Members not in default shall have the right:
  - i) To wind up the affairs of the Client Contract and to carry on and complete performance of the Client Contract without participation by the Member in default, its successors, receivers, or other legal representatives.
  - ii) To operate the bank accounts without reference to the Member in default.
  - iii) To receive all payments under the Client Contract including those designated for the

Member in default as irrevocably constituted and appointed attorney-in-fact for the Member in default, excluding amounts due to the defaulting Member prior to default minus the amount in default.

- iv) To obtain all equipment and materials purchased for the performance of the Client Contract and all assets owned by the TRI-VENTURE at the time of the default until the completion of the Client Contract. The Member in default, its successors and receivers or other legal representatives shall execute all documents and do all things necessary or expedient to facilitate the exercise of such rights by the non-defaulting Members.
- c) Upon completion or earlier termination of the Client Contract and receipt of all amounts due thereunder, the remaining Members shall have the right to wind up the affairs of the TRI-VENTURE. The remaining Members shall account to the legal representatives of the Member in default, and such representatives shall be entitled to receive an amount equal to any sums provided by the Member in default towards any general fund which shall not have previously been expended, plus such Member's share of any invoices due it, reduced by any losses and damages occasioned by its default. In the event that the share of the losses chargeable to such representatives of the Member in default exceeds any sums provided by the Member to any general fund and the invoices due it, the said representatives shall promptly pay the excess to the remaining Members.
- 14) **Dispute Resolution.** Disputes or disagreements are not justifiable grounds to discontinue activities under ongoing projects unless the Members unanimously agree in writing prior to the cessation of activities. Any dispute or disagreement which cannot be resolved by the Members (through mediation or other more expeditious means) and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof, the Client Contract or the LLC Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, held in San Juan, Puerto Rico.
- 15) **Governing Law.** The interpretation of this Agreement and the LLC Agreement shall be controlled and governed by the laws of the Commonwealth of Puerto Rico.
- 16) **Successors and Assigns.** This Agreement shall be binding on each Member and its respective successors and permitted assigns. None of the Members may assign any of this rights, duties, or obligations under this Agreement without the prior written consent of the other Members.
- 17) **Entire Agreement.** This Agreement represents and constitutes the entire Agreement between the Members and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each Member.
- 18) **Compliance with Law.** Each Member represents and warrants to the other Members that:
  - a) all documents submitted by such Member related to the Client Contract and any proposal in connection therewith, including but not limited to CVs, financial reports, and certifications are accurate; the submitted documents do not contain untrue statements of material fact or omit any material facts; and each Member recognizes that any inaccuracies, or misstatements or omissions of material fact can adversely affect the validity and

acceptability of any submission or proposal and the validity of any award of a contract based upon such submission or proposal;

- b) it has not and will not engage in the bribery of government officials in connection with any matter; and
  - c) it will maintain and enforce a policy that prohibits bribery of government officials.
- 19) **Valid Agreement.** This Agreement shall be valid from the date first above written so as to allow proposal preparation, marketing, teaming agreements with subcontractors, and any other appropriate pre-award activities. This Agreement shall remain in force until all responsibilities of the TRI-VENTURE towards the Client have been fulfilled and all accounts with the Client and the Members have been settled.
- 20) **Captions.** It is expressly agreed that words used in the singular shall include words in the plural where the text of this Agreement so required.
- 21) **Delay in Award/Failure to Win Contract.** This Agreement shall be effective as of the date first set forth above, and shall terminate upon the occurrence of any of the events listed below:
- a) The Client provides notification that the TRI-VENTURE has not been selected for negotiation of a Client Contract;
  - b) The Client advises that the RFP has been delayed for award for a period of 12 months or longer or Client advises no award to any offeror will be made; or
  - c) The Members, following good faith negotiations, are unable to agree upon a mutually acceptable proposal to, or Contract with, the Client.
  - d) Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article shall confer, create, or expand any rights on behalf of the Client or in any other third parties.
- 22) **Proposals and Client Contract.** Any proposal (or amendment or supplement to any proposal) to be submitted to the Client shall be approved by all three Members prior to the submission thereof. The Client Contract shall be approved by all three Members prior to the execution thereof. The Members agree that any and all confidential information disclosed by any Member to the other Member in the preparation of any proposal or in the negotiation of the Client Contract and identified as confidential shall be maintained in strict confidence by the other Members receiving such information. No public announcement, press release, advertising, or other publicity regarding this Agreement or any proposal, contracts or services contemplated hereby will be made by any Member without the prior approval of the other Members.

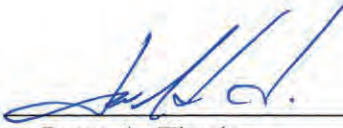
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed the day and year first above written for the Members by their respective officers thereunto duly authorized.

Attest:

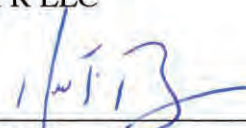
CMA Architects & Engineers LLC

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By:   
Name: Jorge A. Tirado  
Title: Managing Member

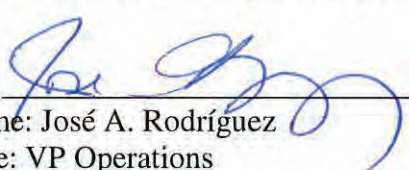
CPM PR LLC

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By:   
Name: Héctor J. Rivera  
Title: President

CSA Architects and Engineers LLP

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By:   
Name: José A. Rodríguez  
Title: VP Operations

*Handwritten notes:*  
H.M.  
S.T.  
(9/20)

*[Signature Page of Tri-Venture Agreement]*

## TRI-VENTURE AGREEMENT

This Tri-Venture Agreement (this "Agreement") is made as of the 17<sup>th</sup> day of April, 2019, by and among **CMA Architects & Engineers, LLC** ("CMA"), a Puerto Rico limited liability company, having offices at 1509 Roosevelt Ave., Guaynabo, PR 00968; **CPM PR, LLC** ("CPM"), a Puerto Rico limited liability company, having offices at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, PR 0966-3326; and **CSA Architects & Engineers, LLP** ("CSA"), a Puerto Rico limited liability partnership, having offices at 1511 Ponce de León Ave., Suite 23, San Juan, PR 00907. For purposes of this Agreement, CMA, CPM and CSA shall be hereinafter referred to collectively as the "Members" and, individually, as a "Member."

### THE MEMBERS HERETO MUTUALLY AGREE AS FOLLOWS:

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- 1) **Joint Venture Name.** CMA, CPM and CSA hereby agree to establish a joint venture, under the name of CMA-CPM-CSA Joint Venture, LLC, hereinafter referred to as the "TRI-VENTURE" or "TV," which shall be a Puerto Rico limited liability company. The management and governance of the business and affairs of the TV shall be governed by this Agreement, which shall be superseded by an operating agreement (the "LLC Agreement"), which shall be in form and substance acceptable to the Members, shall reflect the terms and conditions set forth in this Agreement, and shall include such other terms and conditions as are acceptable to all the Members. The Members hereby agree to cause the formation of the TV, by filing a certificate of formation in the Puerto Rico Department of State, within five days following the execution of this Agreement. The Members agree to execute the LLC Agreement prior to the execution of the Client Contract.
  - 2) **Purpose of TRI-VENTURE.** The TRI-VENTURE shall be established for the sole purpose of performing the services in accordance with the contract for RFP- Program Management for Repair and Reconstruction of Public Schools (hereinafter called the "Project") through the corresponding government entity (hereinafter called the "Client Contract"), which is understood to be an indefinite quantity/delivery type contract, ultimately comprised of multiple task assignments by the Client under the terms of the Client Contract.
  - 3) **Principal Office; Resident Agent; Managers.** The principal office of the TRI-VENTURE initially shall be located at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, Puerto Rico 00966-3326, and the resident agent shall be the TRI-VENTURE itself. The initial managers/administrators of the TRI-VENTURE shall be:
    - a) Héctor J. Rivera
    - b) José A. Rodríguez
    - c) Jorge A. Tirado
  - 4) **Relationships of Members.**
    - a) Each Member shall be fully responsible for its own personnel and the payment of all salaries, payroll and other taxes, allowances and benefits required by all applicable laws.

Each Member agrees to indemnify and hold the other Members harmless from any claims and liabilities arising out of the responsibilities of the Member to any of its component/ affiliate/subsidiary companies and any of their personnel under all applicable labor and employment laws and association and corporate tax laws.

- Handwritten initials: H.M., J.M., R.M.*
- b) Each Member acknowledges that it is an independent contractor and an independent IRS entity, and that it has other business relationships; that each Member is not the other Member's source of income or business; that each Member has control over the means and manner of performing its own duties and is responsible for the results of such duties; that each Member considers itself to be in business for itself and that each Member is not required to work exclusively for the TRI-VENTURE on matters not related to the Project.
  - c) For the term of this Agreement, the Members shall work exclusively with each other (directly and through the TV) for the submission of a proposal for the Project and, if the Client Contract is awarded to the TV, for the performance of the Client Contract. Notwithstanding the foregoing, any Member (directly or through any affiliate) may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the TV (to the extent unrelated to the Project), and none of the TV, any Member, or any affiliate of any Member shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Member or affiliate thereof or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Member or affiliate thereof shall not be deemed wrongful or improper, to the extent unrelated to the Project. No Member or affiliate thereof shall be obligated to submit any business opportunity to the TV even if such opportunity is of a character or nature which, if submitted to the TV, could be availed of by the TV, and any Member or affiliate thereof shall have the right to take for its own account (individually or as a partner, member or fiduciary) or to recommend to others any business opportunity, to the extent not related to the Project.
  - d) The membership interests of the Members in the TRI-VENTURE shall be in accordance with the following percentages.
    - i) CMA      33 $\frac{1}{3}$ %
    - ii) CPM     33 $\frac{1}{3}$ %
    - iii) CSA     33 $\frac{1}{3}$ %
  - e) Unless otherwise agreed to by the Members, the TRI-VENTURE shall have no employees. All personnel necessary to perform services under the Client Contract shall be provided by the Members through their respective personnel. Unless provided otherwise in the LLC Agreement, the TRI-VENTURE shall bill the Client for such services as provided in the Client Contract, and all payments from the Client received by the TRI-VENTURE for services performed by a Member shall be promptly remitted to the Member performing such services, less amounts withheld proportionately from receipts to pay or provide for the payment of expenses (or any agreed upon contingencies or reserves) of the TRI-VENTURE. The Members understand and agree that the TRI-VENTURE is not being operated to generate profit to be shared by the Members; the TRI-VENTURE shall act as a conduit for billing and remitting to Members payments received by the Client for services

perform by the Members. The Members will incorporate in the LLC Agreement the billing and payment remittance structure that is most tax efficient for the Members.

5) **Management Committee.**

- a) The business and affairs of the TRI-VENTURE, and the direction and management of the performance of the Client Contract, as well as the determination of all policies connected therewith, shall be under the direction and control of a Management Committee (hereinafter called the "Management Committee"), consisting of one primary representative and one alternate representative designated by each Member.
- b) Upon the signing of this Agreement, the Management Committee shall consist of the following persons:
  - i) CMA
    - (1) Primary: Jorge A. Tirado
    - (2) Alternate: José Torres-Rodríguez
  - ii) CPM
    - (1) Primary: Héctor J. Rivera-Rodríguez
    - (2) Alternate: José Raúl Torres-Morales
  - iii) CSA
    - (1) Primary: José A. Rodríguez
    - (2) Alternate: Carlos J. Vivoni
- c) Each of the above-named persons shall continue to serve as the primary or alternate representative of the Member selecting the individual until such time as said Member shall elect to choose the individual's successor (and may not be removed by any Member other than the Member that designated such individual). In the event that a Member elects to change its representatives, or in the event of the death, resignation or disability of any Member's representative to the Management Committee, such Member shall forthwith select a successor duly qualified as hereinabove provided to be such Member's representative of the Management Committee.
- d) With regards to the decisions of the Management Committee, each Member shall have one (1) vote, and each vote will be of equal value. The LLC Agreement will specify the matters that will have to be submitted to the Management Committee for approval. The LLC Agreement will provide that certain of such matters required to be submitted to the Management Committee will require unanimous approval, and others will require majority approval. All decisions and actions of the Management Committee made in accordance with the terms of the LLC Agreement shall be final and binding on the TRI-VENTURE and each Member.
- e) Any matter required to be submitted to the Management Committee may be approved pursuant to a written consent to action signed or approved by the requisite number of representatives to the Management Committee (which may be provided by email). If all representatives provide prior written consent, telephonic meetings may be held. A minimum of one Management Committee representative of each Member shall be required

to be present to constitute a quorum for any meeting/call to conduct business of the TRI-VENTURE.

- f) Any representative may call a meeting upon ONE (1) WEEK notice by letter or E-mail, or such shorter period if all three representatives waive such notice requirement. The Management Committee will formally meet no less than every 45 days to review the status of the Contract and the status of the TRI-VENTURE. Status report/update conference calls will also be held for the benefit of the Management Committee on a more frequent interval if/as appropriate.
  - g) If, after being duly notified of any meeting or other action required by the Management Committee, the primary representative of a Member is not available to vote or otherwise transact business on behalf of the Member that designated him/her, the alternate representative shall have the same power and authority to act on behalf of that Member.
  - h) Each of the Members authorizes its primary and alternate representatives to act on behalf of such Member in the making of all decisions.
  - i) Should the representatives be unable to resolve a disagreement, such disagreement shall be resolved as provided in Section 14 of this Agreement.
- 6) **Insurance.**
- a) The TRI-VENTURE shall procure such insurance policies in the name of the TRI-VENTURE as are required to be obtained by the TRI VENTURE (rather than individual Members) by the Client Contract in order to protect the interests of the TRI-VENTURE. The Members shall work in good faith to obtain, on behalf of the TV, the insurance and bonds required under the Client Contract.
  - b) In addition to the above, each Member shall individually maintain adequate insurance coverage to protect its employees, vehicles, personal property, professional liability, general liability coverage(s) for third parties and/or first parties, and to provide reasonable protection against all claims, liabilities, damages and causes of action arising out of or attributable to the performance of the contract services caused by negligence, intentional acts, errors, or omissions in connection with the Client's Contract, to the extent attributable to the Member, in such amounts equal to the greatest level of insurance coverage currently maintained by any Member, unless a greater level of insurance is required to be maintained by Members under the Client Contract.
  - c) Within 30 days prior to signing Client Contract, each Member must present proof of insurance to the other Members. Proof of insurance shall be presented in the form of valid insurance certificates issued by a licensed insurance broker, with an insurance company rated AM Best A-VII or better. The certificate holder shall be the TRI-VENTURE entity. Each Member shall provide current renewal certificates of such insurance policies on an annual basis.
  - d) Without in any way limiting the foregoing provisions of this Section 6 or any Member's liabilities under this Agreement, each Member shall procure and maintain, at its sole cost and expense, the following insurance (and all such policies shall name the TRI-VENTURE and the other Members as additional insureds, except for workers' compensation and professional liability):

- i) Workers' Compensation and Employers' Liability Insurance as prescribed by the applicable law of the place of the hire and place of performance of the services to cover all employees of such Member.
- ii) Commercial General Liability Insurance (Personal and Bodily Injury/ Property Damage), including premises/operations and products/completed operations blanket contractual liability, the limits of which shall not be less than \$3,000,000 per occurrence and \$6,000,000 aggregate. The TRI-VENTURE and the other Member shall be listed as an additional insured on each Member's Commercial General Liability insurance policy.
- iii) Automobile Liability Insurance with aggregate limits of \$2,000,000.
- iv) Professional Liability Coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate. Each Member shall have its policy endorsed to cover its interest in the TRI-VENTURE, and each Member agrees to maintain its professional liability insurance coverage for a minimum of three (3) years after the completion of the TRI-VENTURE's services under the Client Contract and shall provide a copy of such endorsement to the other Member.
- v) Valuable Papers Insurance. Coverage to provide for replacement or restoration of plans, drawings, field notes, and other data related to the Contract prepared by or provided to the Member under this Agreement in the event of damage, loss or destruction in the amount of \$150,000.
- vi) Excess Umbrella may be used to meet the minimum insurance requirements for Commercial Liability including Completed Operations and Automobile liability.

7) **Limits of Authority.** None of the Members shall have the authority to make any commitment on behalf of the TRI-VENTURE or to encumber or pledge any of the TRI-VENTURE's assets as collateral for or on behalf of the TRI-VENTURE or for or on behalf of any Member, except to the extent such authority shall be specifically conveyed in writing or set forth in the LLC Agreement.

8) **Governing Documents.** The work shall be carried out in accordance with all the terms and conditions of the Client Contract, this Agreement, and the LLC Agreement. The duties, responsibilities, obligations and liabilities of each Member to the TV will be as set forth in this Agreement and the LLC Agreement. It is contemplated that each Member will contribute one-third of any capital and other resources required to be contributed to the TV, as determined by the unanimous decision of the Management Committee. Any matter regarding the governance of the business and affairs of the TV that is not addressed herein will be addressed in the LLC Agreement. The LLC Agreement will provide how and to what extent expenses will be incurred by each Member on behalf of the TV, how such expenses will be invoiced to the TV, and how they will be paid by the TV to the Members. The LLC Agreement will also provide how and when distributions will be paid to the Members. The LLC Agreement will include the restrictions applicable to the proposed transfer by any Member of its membership interests in the TV.

9) **Contract Management and Project Technical Management.**

- a) The Management Committee shall have the authority to appoint, change or replace an executive/principal level "Contract Manager." Subject to the terms of the LLC Agreement, the Contract Manager shall have full technical authority over the execution of the Client

Contract, and may be but is not required to also be a member of the Management Committee. Subject to the terms of the LLC Agreement, the Contract Manager shall have authority to sign agreements with potential subcontractors, as well as Task Orders associated with the Client Contract. The Contract Manager shall be appointed by unanimous approval of the Members.

- b) The Management Committee, acting unanimously, shall also have the authority to appoint, change or replace the "Project Manager" or "PM." The Program Manager shall report to the Contract Manager and, subject to the terms of the LLC Agreement, shall have full day-to-day technical authority over the performance of the Client Contract and the daily direction, coordination, and management of the services required to be performed under the Client Contract.
- c) Neither the Contract Manager nor the Program Manager shall have the authority to consent to or commit to any contract actions, contract modifications, financial commitments or financial obligations on behalf of the TRI-VENTURE unless permitted by this TV Agreement or the LLC Agreement or authorized by the unanimous written consent of the Management Committee.

10) **Contract Manager and Other Officers.**

- a) The Contract Manager shall be the administrative leader acting on behalf of the TRI-VENTURE in exercising all of the TRI-VENTURE's rights and obligations toward the Client under the Client Contract, except as set forth otherwise in the LLC Agreement. The Contract Manager will serve as the official contact with the Client on behalf of the TRI-VENTURE. The Contract Manager will be responsible for ensuring that copies of all Client notices, including task orders, are delivered to each Member of the TRI-VENTURE.
- b) The other officers of the TV shall be designated as set forth in the LLC Agreement. Such officers shall include a Treasurer, who shall keep such full and detailed books of account as may be necessary for proper financial maintenance of the TRI-VENTURE's account and keep such books of account in accordance with generally accepted accounting principles. The Treasurer shall issue statements of the account or other reports as required by the Management Committee.
  - i) The Treasurer shall keep all the TRI-VENTURE's books and records at the TV's principal office, available for inspection and copying by each Member at its own expense during normal business hours. Such books and records shall be preserved in good order until the later of: (i) ten years after Project completion; (ii) dissolution of the TV; (iii) the date required by applicable law; or (iv) the date required by the Client Contract.
  - ii) Each Member shall maintain a separate set of full and current books of account, records, and other supporting documentation, set up on a cash basis of accounting, to substantiate all costs and expenses charged by it to the TRI-VENTURE. Such documents shall be available for inspection and copying by the other Members upon reasonable notice during normal business hours and shall be preserved in good order until the final accounting and settlement has been completed pursuant to this Agreement and the LLC Agreement.

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- c) Any withdrawal of funds from the TRI-VENTURE's Account, not including the payment of Member invoices, in the amount greater than \$5,000.00 must be authorized in advance by the Management Committee.
- d) The TRI-VENTURE shall use as a depository such bank or banks as the Management Committee shall from time to time determine by unanimous approval, and all monies contributed as working capital by the Members, as well as all other monies received on behalf of the TRI-VENTURE pursuant to the Client Contract, or from any other source but related to the Client Contract, shall be deposited in such bank account(s), and shall be subject to withdrawal by check only, signed by such persons as may from time to time be designated by the Management Committee.
- e) Upon dissolution of the TV, a final accounting and audit of the TRI-VENTURE's operations shall be prepared by the TRI-VENTURE's accountant at the expense of the TRI-VENTURE.

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- b) Each Member may charge the TV only costs arising from its share of the work as contemplated in the LLC Agreement and shall submit details of all chargeable costs incurred by it monthly. A party reimbursed for any costs which are subsequently disallowed shall repay such costs to the TRI-VENTURE.
- c) When determined to be necessary by the Management Committee, all books and records of the TRI-VENTURE shall be audited at the expense of the TRI-VENTURE by an independent certified public accountant chosen by unanimous approval of the Management Committee. All audited figures of such accountant shall be final and binding on the TRI-VENTURE and each Member, absent fraud or manifest error.
- d) The TRI-VENTURE shall file a partnership tax return and for Puerto Rico income tax purposes shall be taxed as a partnership, and the TV shall make all elections required therefor. Any different tax election or change in tax status shall require the unanimous approval of the Management Committee. Such tax return shall be prepared by the accountant chosen by the unanimous approval of the Management Committee.
- e) The TRI-VENTURE shall pay all filing and related fees imposed on it by applicable federal, state, or local law.
- f) The fiscal year of the TRI-VENTURE shall be the calendar year unless otherwise

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unanimously agreed to by the Management Committee.

12) **Standard of Care and Indemnification.**

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- a) Each Member shall perform its services required under the Client Contract, this Agreement and the LLC Agreement in accordance with the standard of care required under the Client Contract. Subject to the scope of services required in the Client Contract, these services will be provided by persons meeting all required qualifications under the Client Contract.
  - b) The TRI-VENTURE shall be solely liable for any and all costs, losses, damages, debts, obligations, and liabilities arising out of the Client Contract, except to the extent of the obligations of the Members expressly set forth herein and in the LLC Agreement.
  - c) To the fullest extent permitted by law, each Member (as "Indemnifying Member") shall indemnify and hold harmless the other Members (as "Indemnified Members"), its officers, directors, and employees from and against any and all costs, losses, and damages to the extent that such costs, losses, and damages are caused by the acts or omissions of such Indemnifying Member, its officers, directors, or employees in performing services under the Client Contract, and are not actually covered by a policy of insurance purchased by and issued for the TRI-VENTURE. In no event shall any Member be liable to the TRI-VENTURE or any other Member for any incidental, special, consequential or punitive damages arising under or related to this Agreement, the LLC Agreement, the Client Contract, or otherwise, except for such damages that are claimed by the Client or third parties and are subject to indemnity under this Agreement or the LLC Agreement.
  - d) Each Member shall have full responsibility for the work assigned to it by the Management Committee, shall be liable for any damages or claims related to such work to the extent that the TV is liable to a third party, and shall indemnify the other Members as required in 12(c) above. Review and approval by the other Members shall not relieve the Indemnifying Member who performed the work of responsibility for the work and the duty to indemnify the Indemnified Members as set forth herein. In the event it is not possible to determine which Member(s) performed the work, then all such related liabilities and losses resulting from said work shall be shared by the Members in accordance with their percentage interest in the TV, to the extent that the TV is liable to a third party.

13) **Dissolution, Termination or Bankruptcy.**

- a) In the event of insolvency, bankruptcy, dissolution or failure of any Member in fulfilling its obligations in whole or in part under the LLC Agreement, the other Members will have the rights and remedies specified in the LLC Agreement. Such remedies shall include the right to redeem the defaulting Member's interest in and to the TRI-VENTURE or the assets thereof.
- b) In such case, the Members not in default shall have the right:
  - i) To wind up the affairs of the Client Contract and to carry on and complete performance of the Client Contract without participation by the Member in default, its successors, receivers, or other legal representatives.
  - ii) To operate the bank accounts without reference to the Member in default.
  - iii) To receive all payments under the Client Contract including those designated for the

Member in default as irrevocably constituted and appointed attorney-in-fact for the Member in default, excluding amounts due to the defaulting Member prior to default minus the amount in default.

- iv) To obtain all equipment and materials purchased for the performance of the Client Contract and all assets owned by the TRI-VENTURE at the time of the default until the completion of the Client Contract. The Member in default, its successors and receivers or other legal representatives shall execute all documents and do all things necessary or expedient to facilitate the exercise of such rights by the non-defaulting Members.
- c) Upon completion or earlier termination of the Client Contract and receipt of all amounts due thereunder, the remaining Members shall have the right to wind up the affairs of the TRI-VENTURE. The remaining Members shall account to the legal representatives of the Member in default, and such representatives shall be entitled to receive an amount equal to any sums provided by the Member in default towards any general fund which shall not have previously been expended, plus such Member's share of any invoices due it, reduced by any losses and damages occasioned by its default. In the event that the share of the losses chargeable to such representatives of the Member in default exceeds any sums provided by the Member to any general fund and the invoices due it, the said representatives shall promptly pay the excess to the remaining Members.
- 14) **Dispute Resolution.** Disputes or disagreements are not justifiable grounds to discontinue activities under ongoing projects unless the Members unanimously agree in writing prior to the cessation of activities. Any dispute or disagreement which cannot be resolved by the Members (through mediation or other more expeditious means) and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof, the Client Contract or the LLC Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, held in San Juan, Puerto Rico.
- 15) **Governing Law.** The interpretation of this Agreement and the LLC Agreement shall be controlled and governed by the laws of the Commonwealth of Puerto Rico.
- 16) **Successors and Assigns.** This Agreement shall be binding on each Member and its respective successors and permitted assigns. None of the Members may assign any of this rights, duties, or obligations under this Agreement without the prior written consent of the other Members.
- 17) **Entire Agreement.** This Agreement represents and constitutes the entire Agreement between the Members and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each Member.
- 18) **Compliance with Law.** Each Member represents and warrants to the other Members that:
- a) all documents submitted by such Member related to the Client Contract and any proposal in connection therewith, including but not limited to CVs, financial reports, and certifications are accurate; the submitted documents do not contain untrue statements of material fact or omit any material facts; and each Member recognizes that any inaccuracies, or misstatements or omissions of material fact can adversely affect the validity and

acceptability of any submission or proposal and the validity of any award of a contract based upon such submission or proposal;

- b) it has not and will not engage in the bribery of government officials in connection with any matter; and
  - c) it will maintain and enforce a policy that prohibits bribery of government officials.
- 19) **Valid Agreement.** This Agreement shall be valid from the date first above written so as to allow proposal preparation, marketing, teaming agreements with subcontractors, and any other appropriate pre-award activities. This Agreement shall remain in force until all responsibilities of the TRI-VENTURE towards the Client have been fulfilled and all accounts with the Client and the Members have been settled.
- 20) **Captions.** It is expressly agreed that words used in the singular shall include words in the plural where the text of this Agreement so required.
- 21) **Delay in Award/Failure to Win Contract.** This Agreement shall be effective as of the date first set forth above, and shall terminate upon the occurrence of any of the events listed below:
- a) The Client provides notification that the TRI-VENTURE has not been selected for negotiation of a Client Contract;
  - b) The Client advises that the RFP has been delayed for award for a period of 12 months or longer or Client advises no award to any offeror will be made; or
  - c) The Members, following good faith negotiations, are unable to agree upon a mutually acceptable proposal to, or Contract with, the Client.
  - d) Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article shall confer, create, or expand any rights on behalf of the Client or in any other third parties.
- 22) **Proposals and Client Contract.** Any proposal (or amendment or supplement to any proposal) to be submitted to the Client shall be approved by all three Members prior to the submission thereof. The Client Contract shall be approved by all three Members prior to the execution thereof. The Members agree that any and all confidential information disclosed by any Member to the other Member in the preparation of any proposal or in the negotiation of the Client Contract and identified as confidential shall be maintained in strict confidence by the other Members receiving such information. No public announcement, press release, advertising, or other publicity regarding this Agreement or any proposal, contracts or services contemplated hereby will be made by any Member without the prior approval of the other Members.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed the day and year first above written for the Members by their respective officers thereunto duly authorized.

Attest:


CMA Architects & Engineers LLC

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By:   
Name: Jorge A. Tirado  
Title: Managing Member

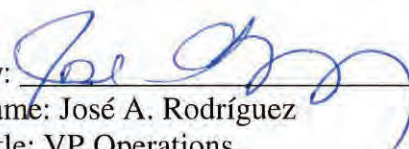
CPM PR LLC

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By:   
Name: Héctor J. Rivera  
Title: President

CSA Architects and Engineers LLP

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By:   
Name: José A. Rodríguez  
Title: VP Operations

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*[Signature Page of Tri-Venture Agreement]*

## TRI-VENTURE AGREEMENT

This Tri-Venture Agreement (this "Agreement") is made as of the 17<sup>th</sup> day of April, 2019, by and among **CMA Architects & Engineers, LLC** ("CMA"), a Puerto Rico limited liability company, having offices at 1509 Roosevelt Ave., Guaynabo, PR 00968; **CPM PR, LLC** ("CPM"), a Puerto Rico limited liability company, having offices at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, PR 0966-3326; and **CSA Architects & Engineers, LLP** ("CSA"), a Puerto Rico limited liability partnership, having offices at 1511 Ponce de León Ave., Suite 23, San Juan, PR 00907. For purposes of this Agreement, CMA, CPM and CSA shall be hereinafter referred to collectively as the "Members" and, individually, as a "Member."

### THE MEMBERS HERETO MUTUALLY AGREE AS FOLLOWS:

- 1) **Joint Venture Name.** CMA, CPM and CSA hereby agree to establish a joint venture, under the name of CMA-CPM-CSA Joint Venture, LLC, hereinafter referred to as the "TRI-VENTURE" or "TV," which shall be a Puerto Rico limited liability company. The management and governance of the business and affairs of the TV shall be governed by this Agreement, which shall be superseded by an operating agreement (the "LLC Agreement"), which shall be in form and substance acceptable to the Members, shall reflect the terms and conditions set forth in this Agreement, and shall include such other terms and conditions as are acceptable to all the Members. The Members hereby agree to cause the formation of the TV, by filing a certificate of formation in the Puerto Rico Department of State, within five days following the execution of this Agreement. The Members agree to execute the LLC Agreement prior to the execution of the Client Contract.
- 2) **Purpose of TRI-VENTURE.** The TRI-VENTURE shall be established for the sole purpose of performing the services in accordance with the contract for RFP- Program Management for Repair and Reconstruction of Public Schools (hereinafter called the "Project") through the corresponding government entity (hereinafter called the "Client Contract"), which is understood to be an indefinite quantity/delivery type contract, ultimately comprised of multiple task assignments by the Client under the terms of the Client Contract.
- 3) **Principal Office; Resident Agent; Managers.** The principal office of the TRI-VENTURE initially shall be located at Corporate Office Park, CPM Plaza, 44 Road 20, Suite 201, Guaynabo, Puerto Rico 00966-3326, and the resident agent shall be the TRI-VENTURE itself. The initial managers/administrators of the TRI-VENTURE shall be:
- Héctor J. Rivera
  - José A. Rodríguez
  - Jorge A. Tirado
- 4) **Relationships of Members.**
- Each Member shall be fully responsible for its own personnel and the payment of all salaries, payroll and other taxes, allowances and benefits required by all applicable laws.

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Each Member agrees to indemnify and hold the other Members harmless from any claims and liabilities arising out of the responsibilities of the Member to any of its component/ affiliate/subsidiary companies and any of their personnel under all applicable labor and employment laws and association and corporate tax laws.

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- b) Each Member acknowledges that it is an independent contractor and an independent IRS entity, and that it has other business relationships; that each Member is not the other Member's source of income or business; that each Member has control over the means and manner of performing its own duties and is responsible for the results of such duties; that each Member considers itself to be in business for itself and that each Member is not required to work exclusively for the TRI-VENTURE on matters not related to the Project.
  - c) For the term of this Agreement, the Members shall work exclusively with each other (directly and through the TV) for the submission of a proposal for the Project and, if the Client Contract is awarded to the TV, for the performance of the Client Contract. Notwithstanding the foregoing, any Member (directly or through any affiliate) may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the TV (to the extent unrelated to the Project), and none of the TV, any Member, or any affiliate of any Member shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Member or affiliate thereof or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Member or affiliate thereof shall not be deemed wrongful or improper, to the extent unrelated to the Project. No Member or affiliate thereof shall be obligated to submit any business opportunity to the TV even if such opportunity is of a character or nature which, if submitted to the TV, could be availed of by the TV, and any Member or affiliate thereof shall have the right to take for its own account (individually or as a partner, member or fiduciary) or to recommend to others any business opportunity, to the extent not related to the Project.
  - d) The membership interests of the Members in the TRI-VENTURE shall be in accordance with the following percentages.
    - i) CMA      33 $\frac{1}{3}$ %
    - ii) CPM     33 $\frac{1}{3}$ %
    - iii) CSA     33 $\frac{1}{3}$ %
  - e) Unless otherwise agreed to by the Members, the TRI-VENTURE shall have no employees. All personnel necessary to perform services under the Client Contract shall be provided by the Members through their respective personnel. Unless provided otherwise in the LLC Agreement, the TRI-VENTURE shall bill the Client for such services as provided in the Client Contract, and all payments from the Client received by the TRI-VENTURE for services performed by a Member shall be promptly remitted to the Member performing such services, less amounts withheld proportionately from receipts to pay or provide for the payment of expenses (or any agreed upon contingencies or reserves) of the TRI-VENTURE. The Members understand and agree that the TRI-VENTURE is not being operated to generate profit to be shared by the Members; the TRI-VENTURE shall act as a conduit for billing and remitting to Members payments received by the Client for services

perform by the Members. The Members will incorporate in the LLC Agreement the billing and payment remittance structure that is most tax efficient for the Members.

5) **Management Committee.**

- a) The business and affairs of the TRI-VENTURE, and the direction and management of the performance of the Client Contract, as well as the determination of all policies connected therewith, shall be under the direction and control of a Management Committee (hereinafter called the "Management Committee"), consisting of one primary representative and one alternate representative designated by each Member.
- b) Upon the signing of this Agreement, the Management Committee shall consist of the following persons:
- i) CMA
    - (1) Primary: Jorge A. Tirado
    - (2) Alternate: José Torres-Rodríguez
  - ii) CPM
    - (1) Primary: Héctor J. Rivera-Rodríguez
    - (2) Alternate: José Raúl Torres-Morales
  - iii) CSA
    - (1) Primary: José A. Rodríguez
    - (2) Alternate: Carlos J. Vivoni
- c) Each of the above-named persons shall continue to serve as the primary or alternate representative of the Member selecting the individual until such time as said Member shall elect to choose the individual's successor (and may not be removed by any Member other than the Member that designated such individual). In the event that a Member elects to change its representatives, or in the event of the death, resignation or disability of any Member's representative to the Management Committee, such Member shall forthwith select a successor duly qualified as hereinabove provided to be such Member's representative of the Management Committee.
- d) With regards to the decisions of the Management Committee, each Member shall have one (1) vote, and each vote will be of equal value. The LLC Agreement will specify the matters that will have to be submitted to the Management Committee for approval. The LLC Agreement will provide that certain of such matters required to be submitted to the Management Committee will require unanimous approval, and others will require majority approval. All decisions and actions of the Management Committee made in accordance with the terms of the LLC Agreement shall be final and binding on the TRI-VENTURE and each Member.
- e) Any matter required to be submitted to the Management Committee may be approved pursuant to a written consent to action signed or approved by the requisite number of representatives to the Management Committee (which may be provided by email). If all representatives provide prior written consent, telephonic meetings may be held. A minimum of one Management Committee representative of each Member shall be required

to be present to constitute a quorum for any meeting/call to conduct business of the TRI-VENTURE.

- f) Any representative may call a meeting upon ONE (1) WEEK notice by letter or E-mail, or such shorter period if all three representatives waive such notice requirement. The Management Committee will formally meet no less than every 45 days to review the status of the Contract and the status of the TRI-VENTURE. Status report/update conference calls will also be held for the benefit of the Management Committee on a more frequent interval if/as appropriate.
  - g) If, after being duly notified of any meeting or other action required by the Management Committee, the primary representative of a Member is not available to vote or otherwise transact business on behalf of the Member that designated him/her, the alternate representative shall have the same power and authority to act on behalf of that Member.
  - h) Each of the Members authorizes its primary and alternate representatives to act on behalf of such Member in the making of all decisions.
  - i) Should the representatives be unable to resolve a disagreement, such disagreement shall be resolved as provided in Section 14 of this Agreement.
- 6) **Insurance.**
- a) The TRI-VENTURE shall procure such insurance policies in the name of the TRI-VENTURE as are required to be obtained by the TRI VENTURE (rather than individual Members) by the Client Contract in order to protect the interests of the TRI-VENTURE. The Members shall work in good faith to obtain, on behalf of the TV, the insurance and bonds required under the Client Contract.
  - b) In addition to the above, each Member shall individually maintain adequate insurance coverage to protect its employees, vehicles, personal property, professional liability, general liability coverage(s) for third parties and/or first parties, and to provide reasonable protection against all claims, liabilities, damages and causes of action arising out of or attributable to the performance of the contract services caused by negligence, intentional acts, errors, or omissions in connection with the Client's Contract, to the extent attributable to the Member, in such amounts equal to the greatest level of insurance coverage currently maintained by any Member, unless a greater level of insurance is required to be maintained by Members under the Client Contract.
  - c) Within 30 days prior to signing Client Contract, each Member must present proof of insurance to the other Members. Proof of insurance shall be presented in the form of valid insurance certificates issued by a licensed insurance broker, with an insurance company rated AM Best A-VII or better. The certificate holder shall be the TRI-VENTURE entity. Each Member shall provide current renewal certificates of such insurance policies on an annual basis.
  - d) Without in any way limiting the foregoing provisions of this Section 6 or any Member's liabilities under this Agreement, each Member shall procure and maintain, at its sole cost and expense, the following insurance (and all such policies shall name the TRI-VENTURE and the other Members as additional insureds, except for workers' compensation and professional liability):

- i) Workers' Compensation and Employers' Liability Insurance as prescribed by the applicable law of the place of the hire and place of performance of the services to cover all employees of such Member.
- ii) Commercial General Liability Insurance (Personal and Bodily Injury/ Property Damage), including premises/operations and products/completed operations blanket contractual liability, the limits of which shall not be less than \$3,000,000 per occurrence and \$6,000,000 aggregate. The TRI-VENTURE and the other Member shall be listed as an additional insured on each Member's Commercial General Liability insurance policy.
- iii) Automobile Liability Insurance with aggregate limits of \$2,000,000.
- iv) Professional Liability Coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate. Each Member shall have its policy endorsed to cover its interest in the TRI-VENTURE, and each Member agrees to maintain its professional liability insurance coverage for a minimum of three (3) years after the completion of the TRI-VENTURE's services under the Client Contract and shall provide a copy of such endorsement to the other Member.
- v) Valuable Papers Insurance. Coverage to provide for replacement or restoration of plans, drawings, field notes, and other data related to the Contract prepared by or provided to the Member under this Agreement in the event of damage, loss or destruction in the amount of \$150,000.
- vi) Excess Umbrella may be used to meet the minimum insurance requirements for Commercial Liability including Completed Operations and Automobile liability.

7) **Limits of Authority.** None of the Members shall have the authority to make any commitment on behalf of the TRI-VENTURE or to or encumber or pledge any of the TRI-VENTURE's assets as collateral for or on behalf of the TRI-VENTURE or for or on behalf of any Member, except to the extent such authority shall be specifically conveyed in writing or set forth in the LLC Agreement.

8) **Governing Documents.** The work shall be carried out in accordance with all the terms and conditions of the Client Contract, this Agreement, and the LLC Agreement. The duties, responsibilities, obligations and liabilities of each Member to the TV will be as set forth in this Agreement and the LLC Agreement. It is contemplated that each Member will contribute one-third of any capital and other resources required to be contributed to the TV, as determined by the unanimous decision of the Management Committee. Any matter regarding the governance of the business and affairs of the TV that is not addressed herein will be addressed in the LLC Agreement. The LLC Agreement will provide how and to what extent expenses will be incurred by each Member on behalf of the TV, how such expenses will be invoiced to the TV, and how they will be paid by the TV to the Members. The LLC Agreement will also provide how and when distributions will be paid to the Members. The LLC Agreement will include the restrictions applicable to the proposed transfer by any Member of its membership interests in the TV.

9) **Contract Management and Project Technical Management.**

- a) The Management Committee shall have the authority to appoint, change or replace an executive/principal level "Contract Manager." Subject to the terms of the LLC Agreement, the Contract Manager shall have full technical authority over the execution of the Client

Contract, and may be but is not required to also be a member of the Management Committee. Subject to the terms of the LLC Agreement, the Contract Manager shall have authority to sign agreements with potential subcontractors, as well as Task Orders associated with the Client Contract. The Contract Manager shall be appointed by unanimous approval of the Members.

- b) The Management Committee, acting unanimously, shall also have the authority to appoint, change or replace the "Project Manager" or "PM." The Program Manager shall report to the Contract Manager and, subject to the terms of the LLC Agreement, shall have full day-to-day technical authority over the performance of the Client Contract and the daily direction, coordination, and management of the services required to be performed under the Client Contract.
- c) Neither the Contract Manager nor the Program Manager shall have the authority to consent to or commit to any contract actions, contract modifications, financial commitments or financial obligations on behalf of the TRI-VENTURE unless permitted by this TV Agreement or the LLC Agreement or authorized by the unanimous written consent of the Management Committee.

10) **Contract Manager and Other Officers.**

- a) The Contract Manager shall be the administrative leader acting on behalf of the TRI-VENTURE in exercising all of the TRI-VENTURE's rights and obligations toward the Client under the Client Contract, except as set forth otherwise in the LLC Agreement. The Contract Manager will serve as the official contact with the Client on behalf of the TRI-VENTURE. The Contract Manager will be responsible for ensuring that copies of all Client notices, including task orders, are delivered to each Member of the TRI-VENTURE.
- b) The other officers of the TV shall be designated as set forth in the LLC Agreement. Such officers shall include a Treasurer, who shall keep such full and detailed books of account as may be necessary for proper financial maintenance of the TRI-VENTURE's account and keep such books of account in accordance with generally accepted accounting principles. The Treasurer shall issue statements of the account or other reports as required by the Management Committee.
  - i) The Treasurer shall keep all the TRI-VENTURE's books and records at the TV's principal office, available for inspection and copying by each Member at its own expense during normal business hours. Such books and records shall be preserved in good order until the later of: (i) ten years after Project completion; (ii) dissolution of the TV; (iii) the date required by applicable law; or (iv) the date required by the Client Contract.
  - ii) Each Member shall maintain a separate set of full and current books of account, records, and other supporting documentation, set up on a cash basis of accounting, to substantiate all costs and expenses charged by it to the TRI-VENTURE. Such documents shall be available for inspection and copying by the other Members upon reasonable notice during normal business hours and shall be preserved in good order until the final accounting and settlement has been completed pursuant to this Agreement and the LLC Agreement.

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- c) Any withdrawal of funds from the TRI-VENTURE's Account, not including the payment of Member invoices, in the amount greater than \$5,000.00 must be authorized in advance by the Management Committee.
- d) The TRI-VENTURE shall use as a depository such bank or banks as the Management Committee shall from time to time determine by unanimous approval, and all monies contributed as working capital by the Members, as well as all other monies received on behalf of the TRI-VENTURE pursuant to the Client Contract, or from any other source but related to the Client Contract, shall be deposited in such bank account(s), and shall be subject to withdrawal by check only, signed by such persons as may from time to time be designated by the Management Committee.
- e) Upon dissolution of the TV, a final accounting and audit of the TRI-VENTURE's operations shall be prepared by the TRI-VENTURE's accountant at the expense of the TRI-VENTURE.

11) **Fiscal Matters.**

- a) The initial capitalization of the TRI-VENTURE shall be as set forth in the LLC Agreement. The Members shall contribute such additional capital as the Management Committee may from time to time determine by unanimous approval, such contribution to be made in proportion to the respective interests of the Members in the TV. Capital Contributions shall be made within ten (10) days of the date of any duly approved request by the Management Committee. These funds shall be repaid by the TRI-VENTURE prior to the distribution of net profits, on a schedule or at times to be determined by the Management Committee. Failure to contribute all or any part of a required capital contribution on the date and in the manner specified by the Management Committee will constitute an event of default under the LLC Agreement, and such shortfall may (but is not required to be) funded by the other Members. In addition, the defaulting Member's participation in the TV will be subject to punitive dilution to the extent provided for in the LLC Agreement.
- b) Each Member may charge the TV only costs arising from its share of the work as contemplated in the LLC Agreement and shall submit details of all chargeable costs incurred by it monthly. A party reimbursed for any costs which are subsequently disallowed shall repay such costs to the TRI-VENTURE.
- c) When determined to be necessary by the Management Committee, all books and records of the TRI-VENTURE shall be audited at the expense of the TRI-VENTURE by an independent certified public accountant chosen by unanimous approval of the Management Committee. All audited figures of such accountant shall be final and binding on the TRI-VENTURE and each Member, absent fraud or manifest error.
- d) The TRI-VENTURE shall file a partnership tax return and for Puerto Rico income tax purposes shall be taxed as a partnership, and the TV shall make all elections required therefor. Any different tax election or change in tax status shall require the unanimous approval of the Management Committee. Such tax return shall be prepared by the accountant chosen by the unanimous approval of the Management Committee.
- e) The TRI-VENTURE shall pay all filing and related fees imposed on it by applicable federal, state, or local law.
- f) The fiscal year of the TRI-VENTURE shall be the calendar year unless otherwise

unanimously agreed to by the Management Committee.

12) **Standard of Care and Indemnification.**

- Handwritten notes: H2, [signature], [initials]
- a) Each Member shall perform its services required under the Client Contract, this Agreement and the LLC Agreement in accordance with the standard of care required under the Client Contract. Subject to the scope of services required in the Client Contract, these services will be provided by persons meeting all required qualifications under the Client Contract.
  - b) The TRI-VENTURE shall be solely liable for any and all costs, losses, damages, debts, obligations, and liabilities arising out of the Client Contract, except to the extent of the obligations of the Members expressly set forth herein and in the LLC Agreement.
  - c) To the fullest extent permitted by law, each Member (as "Indemnifying Member") shall indemnify and hold harmless the other Members (as "Indemnified Members"), its officers, directors, and employees from and against any and all costs, losses, and damages to the extent that such costs, losses, and damages are caused by the acts or omissions of such Indemnifying Member, its officers, directors, or employees in performing services under the Client Contract, and are not actually covered by a policy of insurance purchased by and issued for the TRI-VENTURE. In no event shall any Member be liable to the TRI-VENTURE or any other Member for any incidental, special, consequential or punitive damages arising under or related to this Agreement, the LLC Agreement, the Client Contract, or otherwise, except for such damages that are claimed by the Client or third parties and are subject to indemnity under this Agreement or the LLC Agreement.
  - d) Each Member shall have full responsibility for the work assigned to it by the Management Committee, shall be liable for any damages or claims related to such work to the extent that the TV is liable to a third party, and shall indemnify the other Members as required in 12(c) above. Review and approval by the other Members shall not relieve the Indemnifying Member who performed the work of responsibility for the work and the duty to indemnify the Indemnified Members as set forth herein. In the event it is not possible to determine which Member(s) performed the work, then all such related liabilities and losses resulting from said work shall be shared by the Members in accordance with their percentage interest in the TV, to the extent that the TV is liable to a third party.

13) **Dissolution, Termination or Bankruptcy.**

- a) In the event of insolvency, bankruptcy, dissolution or failure of any Member in fulfilling its obligations in whole or in part under the LLC Agreement, the other Members will have the rights and remedies specified in the LLC Agreement. Such remedies shall include the right to redeem the defaulting Member's interest in and to the TRI-VENTURE or the assets thereof.
- b) In such case, the Members not in default shall have the right:
  - i) To wind up the affairs of the Client Contract and to carry on and complete performance of the Client Contract without participation by the Member in default, its successors, receivers, or other legal representatives.
  - ii) To operate the bank accounts without reference to the Member in default.
  - iii) To receive all payments under the Client Contract including those designated for the

Member in default as irrevocably constituted and appointed attorney-in-fact for the Member in default, excluding amounts due to the defaulting Member prior to default minus the amount in default.

- iv) To obtain all equipment and materials purchased for the performance of the Client Contract and all assets owned by the TRI-VENTURE at the time of the default until the completion of the Client Contract. The Member in default, its successors and receivers or other legal representatives shall execute all documents and do all things necessary or expedient to facilitate the exercise of such rights by the non-defaulting Members.
- c) Upon completion or earlier termination of the Client Contract and receipt of all amounts due thereunder, the remaining Members shall have the right to wind up the affairs of the TRI-VENTURE. The remaining Members shall account to the legal representatives of the Member in default, and such representatives shall be entitled to receive an amount equal to any sums provided by the Member in default towards any general fund which shall not have previously been expended, plus such Member's share of any invoices due it, reduced by any losses and damages occasioned by its default. In the event that the share of the losses chargeable to such representatives of the Member in default exceeds any sums provided by the Member to any general fund and the invoices due it, the said representatives shall promptly pay the excess to the remaining Members.
- 14) **Dispute Resolution.** Disputes or disagreements are not justifiable grounds to discontinue activities under ongoing projects unless the Members unanimously agree in writing prior to the cessation of activities. Any dispute or disagreement which cannot be resolved by the Members (through mediation or other more expeditious means) and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof, the Client Contract or the LLC Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, held in San Juan, Puerto Rico.
- 15) **Governing Law.** The interpretation of this Agreement and the LLC Agreement shall be controlled and governed by the laws of the Commonwealth of Puerto Rico.
- 16) **Successors and Assigns.** This Agreement shall be binding on each Member and its respective successors and permitted assigns. None of the Members may assign any of this rights, duties, or obligations under this Agreement without the prior written consent of the other Members.
- 17) **Entire Agreement.** This Agreement represents and constitutes the entire Agreement between the Members and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each Member.
- 18) **Compliance with Law.** Each Member represents and warrants to the other Members that:
- a) all documents submitted by such Member related to the Client Contract and any proposal in connection therewith, including but not limited to CVs, financial reports, and certifications are accurate; the submitted documents do not contain untrue statements of material fact or omit any material facts; and each Member recognizes that any inaccuracies, or misstatements or omissions of material fact can adversely affect the validity and

acceptability of any submission or proposal and the validity of any award of a contract based upon such submission or proposal;

- b) it has not and will not engage in the bribery of government officials in connection with any matter; and
  - c) it will maintain and enforce a policy that prohibits bribery of government officials.
- 19) **Valid Agreement.** This Agreement shall be valid from the date first above written so as to allow proposal preparation, marketing, teaming agreements with subcontractors, and any other appropriate pre-award activities. This Agreement shall remain in force until all responsibilities of the TRI-VENTURE towards the Client have been fulfilled and all accounts with the Client and the Members have been settled.
- 20) **Captions.** It is expressly agreed that words used in the singular shall include words in the plural where the text of this Agreement so required.
- 21) **Delay in Award/Failure to Win Contract.** This Agreement shall be effective as of the date first set forth above, and shall terminate upon the occurrence of any of the events listed below:
- a) The Client provides notification that the TRI-VENTURE has not been selected for negotiation of a Client Contract;
  - b) The Client advises that the RFP has been delayed for award for a period of 12 months or longer or Client advises no award to any offeror will be made; or
  - c) The Members, following good faith negotiations, are unable to agree upon a mutually acceptable proposal to, or Contract with, the Client.
  - d) Termination of this Agreement shall not terminate rights and obligations of the Members which arose prior to such termination, but nothing in this Article shall confer, create, or expand any rights on behalf of the Client or in any other third parties.
- 22) **Proposals and Client Contract.** Any proposal (or amendment or supplement to any proposal) to be submitted to the Client shall be approved by all three Members prior to the submission thereof. The Client Contract shall be approved by all three Members prior to the execution thereof. The Members agree that any and all confidential information disclosed by any Member to the other Member in the preparation of any proposal or in the negotiation of the Client Contract and identified as confidential shall be maintained in strict confidence by the other Members receiving such information. No public announcement, press release, advertising, or other publicity regarding this Agreement or any proposal, contracts or services contemplated hereby will be made by any Member without the prior approval of the other Members.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed the day and year first above written for the Members by their respective officers thereunto duly authorized.

Attest:

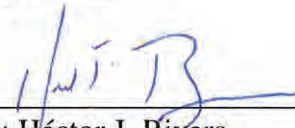
CMA Architects & Engineers LLC

\_\_\_\_\_

By:   
Name: Jorge A. Tirado  
Title: Managing Member


CPM PR LLC

\_\_\_\_\_

By:   
Name: Héctor J. Rivera  
Title: President

CSA Architects and Engineers LLP

\_\_\_\_\_

By:   
Name: José A. Rodríguez  
Title: VP Operations

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-#  
201

*[Signature Page of Tri-Venture Agreement]*



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# Proposer Experience History (Mandatory)

## Tab 20



JOINT VENTURE





# Tab 20



## Proposer Experience History (Mandatory)



## Proposer Experience History

The information below illustrates our firm and staff capability and ability to coordinate and manage Program Management projects.



### 21ST CENTURY SCHOOLS MODERNIZATION PROGRAM

Puerto Rico Infrastructure Financing Authority

Mr. José E. Basora  
Director, Engineering  
Puerto Rico Infrastructure Financing Authority  
PO Box 41207  
San Juan, PR 00940-1207  
O. (787) 763-5757M. (787) 234-0114  
[jose.basora@afi.pr.gov](mailto:jose.basora@afi.pr.gov)

June 2010 – March 2013

COMPENSATION: \$19.2 Million

SERVICES:

Design Management

- Worked with the selected architectural firms to develop 20% schematic design for each school prior to issuing the RFP.
- Reviewed schematic design to insure compliance with the School for the 21st Century Design Guidelines and Specifications.
- Served as liaison between government agencies to incorporate their request and recommendations in the design process.
- Oversaw the delivery of design documents (40%, 80% and 100%) for each school by the selected consortium. Reviewed each delivery for compliance with program objectives and design guidelines.



Program Management

- Managed the contract award of each school.
- Oversaw quality control of inspection services hired by the Government Project Managers.
- Oversaw safety plan implementation for each school.
- Reviewed all payment applications and change orders.
- Managed the permitting process for all schools.

Document Control Platform

- Implemented a standardized document control platforms across all projects. Oracle Primavera® P6 and Oracle Primavera® Contract Manager were used for these services.
- CPM provided hosting of applications, technical support to local users, staff training, and quality control





**2**

**NYCHA RECOVERY AND RESILIENCE DEPARTMENT- PROGRAM MANAGEMENT**

New York City Housing Authority

Michael Moore/Director  
787 Atlantic Avenue, 2nd Floor  
Brooklyn, NY 11238  
212.306.8563  
[michele.moore@nycha.nyc.gov](mailto:michele.moore@nycha.nyc.gov)

March 2014 through July 2022 (expected)

COMPENSATION: \$45 Million

**SERVICES:**

In October 2012, Superstorm Sandy caused the most costly and destructive disaster to impact New York City public housing in its history. The storm’s surge knocked out power to more than 400 buildings and left 386 buildings without heat and hot water. Over 60,000 residents in 26,519 units were affected by this disaster. Saltwater permanently destroyed boilers and electrical panels, underground electrical conduits, and playgrounds.



CSA services included: Program Management, Design Management, Construction Oversight, Community Outreach, Procurement, Environmental Assessment, Grants Management

**3**

**MAJOR WATER CAPITAL IMPROVEMENT PROGRAM, NORTH REGION**

Puerto Rico Aqueduct and Sewer Authority (PRASA)

Jose Javier Rivera Sanabria  
604 Avenida Barbosa  
Edif. Sergio Cuevas Bustamante  
Hato Rey, San Juan  
787.620.2277  
[jose.rivera3@acueductospr.com](mailto:jose.rivera3@acueductospr.com)

2005-2015

COMPENSATION: \$15 Million

In a joint venture with a US-based firm, CPM as Advisor, Construction Manager & Inspector was responsible for managing the procurement and construction efforts for the PRASA’s North Region Capital Improvement Program, which included work in 19 municipalities. Water projects in the Capital Improvement Program included all segments of the water cycle such as: rehabilitation and construction of raw water facilities, water treatment plants, water storage tanks, distribution pump stations and distribution lines, including the replacement of client’s service line and water meters, among others.





**4**

**LOUISIANA – RECOVERY SCHOOL DISTRICT AND NEW ORLEANS PARISH SCHOOLS**

Louisiana Department of Education

Paul Pastorek  
1201 N 3rd St, Baton Rouge, LA 70802, USA  
Louisiana’s State Superintendent of Education  
paul.pastorek@la.gov  
225-571-0771

2006-2010

COMPENSATION: \$2.2 Million

Our staff individuals led the recovery efforts for FEMA and the State of Louisiana of the Louisiana Recovery School District (RSD) and the Orleans Parish School Board (OPSB) in the aftermath of hurricane Katrina. Hurricane Katrina wiped out all infrastructure and schools in the New Orleans Parish and its outlying areas. 127 school campuses were severely damaged affecting the education of over 60,000 K-12 students.

Federal funding was the primary source and often the only source of financing for rebuilding of the schools systems. Our staff worked with RSD and the OPSB to secure funding for a School Facilities Master Plan, an ambitious multi-year school construction plan. The most significant accomplishment was working with Senator Mary Landrieu to pass special legislation and reach an unprecedented settlement with FEMA, resulting in \$1.8 billion to fund a more comprehensive construction plan.

The School Facilities Master plan would assess available revenue, update and analyze student demographic projections, and develop a clear mission to ensure that all New Orleans public school students attend school in a new, renovated, or refurbished school building. The Plan was adopted after extensive community feedback, and input from numerous stakeholders including educators, and construction industry experts to ensure the comprehensive plan aligned to national and regional trends.

**5**

**NASHVILLE, TN FLOODS**

Nashville, TN

Dianna Stephens  
Director of Facilities  
730 2nd Ave South  
Lindsley Hall - Fulton Campus  
615-862-8959  
[dianna.stephens@nashville.gov](mailto:dianna.stephens@nashville.gov)

July 2010 to December 2011

COMPENSATION: N/A

The City of Nashville, TN was flooded by severe storms over a three-day period. Damages from the flooding event approached \$1 billion. Over 1,000 project worksheets were created, documented and processed in 15 months. No appeals were required and the disaster was closed out within 18 months.

The scope of work included managing teams of architects, engineers and construction managers to conduct damage assessments, defined scopes of works and cost estimates. All work was conducted in a teaming effort with CBRE Heery and FEMA to agree on scope of damages and the cost estimates of the scope of repairs for submission to the FEMA Public Assistance grant program.





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# Lobbying Certification

## Tab 21

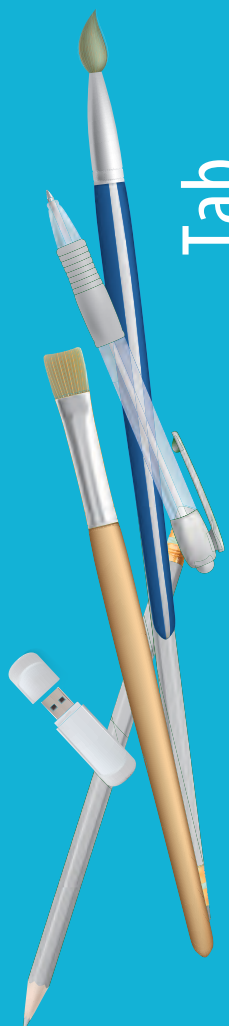






Tab 21 - Lobbying  
Certification

# Tab 21



## Lobbying Certification

**PROPOSAL SUBMITTAL FORM 10**

**LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, CMA - CPM - CSA JV, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[Signature]  
Signature of Contractor's Authorized Official

Héctor J. Rivera Rodríguez, PE, Esq. / President of CPM  
Name and Title of Contractor's Authorized Official

April 12, 2019  
Date

[Signature]  
Signature of Contractor's Authorized Official

Jose A Rodriguez  
Name and Title of Contractor's Authorized Official

4/15/19  
Date

[Signature]  
Signature of Contractor's Authorized Official

Jose A. Tirado, Managing Member  
Name and Title of Contractor's Authorized Official

April 15, 2019  
Date





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# Acknowledgement of Receipt of Addenda Form

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## Tab 22



JOINT VENTURE





Tab 22 - Acknowledgement  
of Receipt of Addenda  
Form

Tab 22

Acknowledgement  
of Receipt of  
Addenda Form





## TAB 22 Acknowledgement of Addenda

CMA – CPM – CSA Joint Venture acknowledges the receipt of the following Addenda:

Addenda #	Date
Addenda 1	March 28, 2019
Addenda 2	April 1, 2019
Addenda 2 Update	April 1, 2019
Addenda 3	April 2, 2019
Addenda 4	April 5, 2019
Addenda 5	April 9, 2019

  
Proposer Authorized Representative

  
Date





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# Resumes

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JOINT VENTURE



# Resumes



CMA/CPM/CSA Joint Venture



Bachelor of Science - Electrical Engineering, Polytechnic University of Puerto Rico

Member - Professional College of Engineers and Land Surveyors of Puerto Rico (CIAPR)



PE License # 16716 - Commonwealth of Puerto Rico

PE License # 79131 - State of Florida

OSHA 30 Hours Lecture Training for the Construction Industry Standard

Record Keeping Training (29 CFR 1904)

International Municipal Signal Association (IMSA)

- Certified Work Zone Temporary Control Technician
- Certified Traffic Signal Technician



21

# JOSÉ J. PÉREZ ELÍAS, PE

PMO Program Manager

Mr. Pérez is a professional electrical engineer with twenty one (21) years of experience in the construction industry for both the private and public sectors. He has been responsible for project and construction management, program management of capital projects, inspection and coordination of construction activities, and supervision of field personnel. He has been accountable as well for start-up coordination and project close-out. He has specific relevant experience in program management for public schools in Puerto Rico, experienced acquired through the 21st Schools Modernization Program.

## PROFESSIONAL EXPERIENCE

### Program Management for the Modernization of Schools for the 21st Century

The Modernization of Puerto Rico Public Schools Program consists of the renovation of approximately 90 schools and construction of 10 new schools throughout the island. Responsible to supervise the personnel, per region, that interacts on a daily basis with contractors, including design and construction personnel, inspectors and site field workers. The Construction Manager intervenes in the management of technical, cost and timeframe aspects that may affect the development of the projects, either at the design or construction phase. He receives support from personnel assigned to different regions including Group Managers, Engineers/Coordinators, Document Control staff and Project Inspectors contracted by PRIFA. This resource ensures the quality control of the construction works, site visits, and specific documentation of each project. He directs the auditing efforts and the quality control of the inspectors' execution. In addition, he is the liaison between PRIFA and CPM for all aspects related to construction activities.

### Program Management for the Modernization of Schools for the 21st Century

During the Design Management and Procurement Phase, he was responsible for the team in charge of answering the questions during the Requests For Proposals process. Also, he provided support to the quality control and quality assurance of the RFP documents.

### 2010 Central American and Caribbean Games - Track and Field Stadium Sport Complex, Mayagüez, PR

Project Manager for the construction of the new track & field stadium. Responsible for managing construction, supervising field engineers, evaluating payment certifications, change orders and construction schedules. As Owner Rep., manage items related to federal & state agencies.

### North Region Capital Improvement Program (CIP)

Project management for CIP of over \$55MM including the rehabilitation of the Camuy Waste Water Treatment Plant (\$8.5MM), Hatillo-Camuy Water Filtration Plant (\$6.5MM), Lares New Water Filtration Plant (\$12.7MM), Utuado New Waste Water Treatment Plant (\$17.5MM), Toa Alta Heights Waste Water Pump Station (\$4.3MM) and Vega Alta Sanitary System (\$5.6MM). Responsible for managing multiple construction projects, supervising field engineers, evaluating certifications for payments, change orders and construction schedules. As Owner Representative, manage items related to federal and state agencies. Prepare monthly presentations for City Majors. Prepare Owner's & Government Agencies' monthly reports & change orders presentations for Owner's Change Order Approval Committee.

### Value Engineering Services for New Empowerment Center, Miami-Dade County, FL

The project consisted in building a 1-story 60-bed empowerment center with kitchens, laundry, training room, bulk storage and offices, among other facilities. For this project, CPM conducted a Value Engineering assessment focused on a revision of estimated capital costs. Each member of the project team provided value engineering assessment services in his area of expertise.



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Bachelor in Architecture. School of Architecture, Syracuse University. Syracuse, NY. 2005

School of Architecture & Urban Planning, Syracuse University. Florence, Italy. August to December 2004



10

## DESIREE L. SEILHAMER

Deputy Manager

Ms. Seilhamer has nearly ten years of experience in project and program management with a particular focus on architecture design and urban planning. Her career includes projects focused on management of federal funded programs, as well as emblematic Design Build projects in Puerto Rico. Furthermore, Ms. Seilhamer is also involved in developing the private energy market segment at a regional level. Her responsibilities include the assessment of potential risks that impacts the likelihood of a project success, project planning, resource planning and project financial tracking among others. She is currently working as the Business Development Director for the San Juan office.

### PROFESSIONAL EXPERIENCE

#### Hurricane Maria Response, Recovery and Resilience PMO

The Governor of Puerto Rico, Hon. Ricardo Rosselló, has created a Program Management Office (PMO) led by Secretary of Housing Fernando Gil to provide for the oversight and integration of all public efforts leading to the prompt repair of all damages and the recovery of all Puerto Rico residents from the impact of Hurricane Maria (MARIA PMO). The purpose of the Consul-Tech Caribe Team is to support the MARIA PMO with comprehensive emergency management and disaster recovery services designed to ensure that Puerto Rico optimizes its reimbursement for disaster-related damages from all available federal sources. Ms. Seilhamer works as Project Controls Director for this initiative.

#### Project Management and Oversight Services for the PRDE Summer School Improvement Initiative

CSA is assisting PRDE with planning, scheduling, monitoring and reporting the progress of activities required to permanently close 167 schools and the repair, rehabilitation or modifications required to prepare 230 schools that will receiving additional students under this consolidation process. Ms. Seilhamer worked as a Project Manager for this project.

#### NYC DDC “Build it Back” Hurricane Sandy Affected Community Recovery CM/Design/Build

New York City Build it Back is the City’s program to assist homeowners, landlords and tenants in the five boroughs whose primary homes were damaged by Hurricane Sandy. Funded by the Federal Community Development Block Grant – Disaster Recovery (CDBG-DR) Bill passed by Congress, the goal of NYC Build it Back is to help affected residents return to safe, sustainable housing by addressing unmet housing needs. CSA is responsible for design, permitting and project management.

#### Schools for the XX1 Century Phase II

Ms. Seilhamer deployed over 50 professionals with architectural and engineering backgrounds to develop a physical and financial assessment of all public schools in Puerto Rico. Part of the responsibilities included developing feasibility studies and scenarios for closing or consolidating schools.

#### Schools for the XXI Century

The project required support to review design and construction documents developed by each contracted consortium member for the modernization of the Schools of the XXI Century project. As a Project Manager, Ms. Seilhamer managed the Design Review Contract for AFI involving over 75 schools throughout Puerto Rico.

#### School Improvement Grant (SIG)

As the Project Manager, Ms. Seilhamer managed the over \$150 million SIG Federal Grant for the Puerto Rico Department of Education. CSA’s responsibilities included the revision of grant related proposals and documentations as well as ensuring federal program compliance.

#### Luis Muñoz Marin International Airport, Capacity Enhancement Project (LMMIA-CEP)

As Project Manager, Ms. Seilhamer was in charge of the LMMIA-CEP project. The project entails a renovation of nearly \$100M of the airport infrastructure. CSA’s responsibilities include architecture, structural, electrical, mechanical engineering and land surveying.



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June 2011-May 2015: Turabo University, Gurabo Campus, Ph.D. in Business Administration, Management, Information Systems

2000- 2003: Interamerican University of Puerto Rico, Metropolitan Campus, Master of Science in Open Information Systems

1991- 1996: University of Puerto Rico, Río Piedras Campus, Bachelor of Arts, Interdisciplinary Studies (Architecture and Graphic Arts)



Certified in ITIL Foundations- Service Management: (C. 537426), EXIN, 2006

Certified Associate Project Manager (CAPM Number 451524), PMI, 2007-2012

Certified Associate Project Manager (CAPM Number 1483907), PMI, 2012-2017 (Renewed)

Certified Associate Project Manager (CAPM Number 2008636), PMI, 2017-2022 (Renewed)

MCTS: Microsoft Project 2010, Managing Projects, August 3, 2012

MCTS: Microsoft Project Server 2010, Configuration, March 1, 2013

Certified in CompTIA Security+, December 29, 2010

Certified in CompTIA Network+, December 30, 2010

Certified in CompTIA Cloud Essentials, April 30, 2013

Certified in CompTIA Server+, April 30, 2014

Certified in CompTIA Cloud+, February 28, 2015 – February 28, 2018 (Renewal in progress)

Candidate, CompTIA Cyber Security Analyst (CySA+), Autumn 2018

Current Member of The Data Warehouse Institute (#DW1033459)

Current Member of the Project Management Institute (#862938)

# JOSÉ A. JORGE PAGÁN, PhD

Information Technology

Mr. Jorge has twenty years of progressive experience and a holistic approach on IT Operations, Security, Administration, Support, Solutions Design, Networking, IT Education, Project Management Practice & Education.

## PROFESSIONAL EXPERIENCE

### Acumenian, LLC - Strategic Solutions Advisor

IT Advisor, Project Manager and Consultant for Government Agencies and private entities.

- Power BI Dashboard for IT Equipment Inventory, PREPA
- PM, IT Equipment Inventory, PREPA
- PM, Laboratory Information Management System, PRHTA
- Advisor, IT Infrastructure, PRHTA
- Speaker, Mega iernes Civil 201

### Puerto Rico Institute of Statistics (PRIS) - Information Systems Manager

Plan, implement and maintain technology projects and resources for daily operations. Provide Technical Assessment to other government agencies.

Firewall Deployment for Institute’s LAN and cloud services (Endian Firewall 2.5.1) Linux-based TM (Firewall, IPS, IDS, AntiSpam, PN Server, DHCP)

Network Infrastructure Services Administration 2 M are Servers with 20 virtual instances ( indows Server 200 , 2012 Linux nuntu Server 1 -16 Linux CentOS-mail services), 1 Domain Controller, FreeNAS Server, Cisco 2 60 and and HP-ProCurve 1 00 Switches configured for concurrent and independent LAN’s, oIP, Local and Remote Network Operations and Backup)

Storage and Memory pgrade of 2 HP ProLiant DL Servers used for virtualization. Project required the backup and transfer of virtual instances to temporary server while upgrading memory and storage of physical server to guarantee continuity of services. Migration of Institute’s legacy and new website to Amazon eb Services (<https://www.estadisticas.gobierno.pr> <https://estadisticas.pr>)

Administration of A S instances and security channels, connected through PN from the PRIS LAN (7 EC2 servers)

Migration of Email Services to Google (G Suite) with proprietary domain ( estadisticas.pr) Administration of G Suite Accounts and Cloud Services of PRIS

Data processing for State and Federal Statistical Reports published on a regular basis (BLS, Federal Trade, iolent Deaths Reporting System, CE , Filled positions in Government)

Configuration and administration of FTP Service for Information Exchange between Government Agencies

Training in Excel Data Analysis, S L, Power BI and Pivot Tables

Implementation of irtual Academy (<http://estadisticas.edu.pr/5/academiavirtual/>) and migration to Moodle Learning platform. New version in <http://iepr.moodlecloud.com>

Project Manager for Department of Labor’s orking Group Survey (New Methodology Infrastructure)

Project Manager for Installation of 100 H Generator for Business Continuity

Project Manager for Replacement of 2-7.5 Ton. A C Condensers in office

Project Manager for Office IT Infrastructure Extension to First Floor of building (Phase 1 completed – offices for iolent Death Reporting System Program Phase 2 in progress to create multiuse space for concurrent meetings and events).

Daily monitoring of IT infrastructure and services for optimal operation.

Documentation of IT Infrastructure and services for technical and non-technical users.



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B.S., Chemical Engineering,  
University of Puerto Rico, Mayagüez,  
Puerto Rico, 1985

M.S., Environmental Health,  
University of Puerto Rico, Medical  
Sciences Campus, Río Piedras,  
Puerto Rico, 1995



Commonwealth of Puerto Rico  
License No. 16371-PE

Florida Board of Professional  
Engineers, License No. 79092-PE



College of Engineers and Land  
Surveyors of Puerto Rico

Puerto Rico Water Environment  
Federation

Interamerican Association of Sanitary  
Engineering and Environmental  
Science



29

## JOSE TORRES-RODRIGUEZ, PE

Project Manager

Mr. Torres is an experienced chemical environmental engineer with over 20 years of experience in the environmental field. He has been responsible for the design of water and wastewater treatment facilities for the Puerto Rico Aqueduct and Sewer Authority (PRASA) as well as for industrial clients. Also, he served as Pre-construction Manager for the PRASA Capital Improvements Program at the South, East and West Regions. He is very knowledgeable of PRASA and its operational system due to previous work experience there before joining CMA.

### PROFESSIONAL EXPERIENCE

#### Abbvie Wastewater Treatment Plant Upgrade

Lead Process engineer for the design of the conversion of the existing wastewater treatment plant with a capacity of 1.5 MGD into a new Sequential Batch Reactor Treatment Plant. The construction project was completed in 2016 and the plant is in full compliance with the current discharge permits limit.

#### Merck Sharp and Dohme Wastewater Treatment Plant Upgrade

Lead Process engineer for the preparation of the construction drawings for the consolidation of two existing wastewater treatment plants and the conversion of one secondary treatment plant with a capacity of 0.75 MGD. The construction project was completed in 2015 and the plant is in full compliance with the current discharge permits limit. The effluent of the treatment plant is of such quality that is currently being used at the cooling towers of the Merck facilities.

#### PRASA Capital Improvement Program

Pre-construction Manager for the South, East and West Regions for the PRASA Capital Improvement Program between 2007 and 2011. During this period, more than 70 projects were successfully designed by different designers and finally issued for bid. Most of them are completed and now in operation.

#### Coco Beach Development

Lead Process engineer for the preparation of the construction drawings for a new wastewater treatment plant. The treatment system included the design of three (3) sanitary pump stations, the main lines and the wastewater treatment plant, including a composting system to serve the Touristic and Residential Resort of Coco Beach. Also, Mr. Torres was responsible for the management of all permitting activities for the entire development.

#### Culebra Wastewater Treatment Plant

Lead process engineer for the design of a new 0.20 MGD wastewater treatment plant and six pump stations and force mains in the island municipality of Culebra, Puerto Rico, to collect wastewater from Fulladosa, Dewey, Clark, Extensión Clark, Resaca, Las Delicias and La Romana and transport it to the wastewater treatment plant.

#### Guánica Wastewater Treatment Plant Expansion

Lead process engineer for the design of an expansion of 1.25 MGD to the Guánica wastewater treatment plant. The project consisted of a 5-Stage BNR Treatment Plant to be constructed adjacent to the existing plant.

#### Guayama Regional Aqueduct System

Lead engineer for the planning and design of the 10 MGD water filtration plant and water distribution system to improve the water supply in the region. Among the tasks performed in this project were the preparation of environmental studies, Environmental Impact Statement (EIS), coordination with regulatory agencies and preparation of construction permits.

#### Improvements to the Carolina

Canóvanas Water Supply System Phases IB1 and IB2 – Lead process engineer for the design of the new Barrazas potable water pump station with capacity of 7.0 MGD and a new 1.0 MG water storage tank. The project included the rehabilitation of an existing 0.30 MG storage tank.



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B.A., Architecture. Rensselaer Polytechnic Institute, Troy, New York, 1997.

B.S., Building Science. Rensselaer Polytechnic Institute, Troy, New York, 1997.

M.S., Engineering Management, Polytechnic University of Puerto Rico, San Juan, Puerto Rico, 2002



Commonwealth of Puerto Rico License No. 16726-RA

State of Florida Registration No. AR 97782

LEED AP - Accredited Professional

CSI - Construction Documents Technician



College of Architects and Landscape Architects of Puerto Rico (CAAPPR)

American Institute of Architects (AIA)

National Council of Architectural Registration Board (NCARB)

US Green Building Council (USGBC)

Puerto Rico Builders Association (ACPR)



# ARIEL VERA-BEVERAGGI, AIA, NCARB, CDT, LEED AP

## Design Oversight Manager

versatile architect with over 20 years of experience designing and managing a broad range of project types and teams.

Ariel managed to update firm delivery methods to remain relevant in an industry transformed by technology and contracted by a slowdown in the local economy. He used technology to provide quality services efficiently.

He has managed multiple large, complex projects from Pre-design through Construction Administration. Ariel communicates project goals, establishes roles and responsibilities of key team members, and quality control programs. He is experienced in a variety of project delivery methodologies, setting up project execution plans, project schedules, and leading value engineering efforts.

Ariel has provided creative design solutions for residential, hospitality, healthcare, life science, commercial and technology advanced projects including multi-family developments and high-end branded residences.

### PROFESSIONAL EXPERIENCE

#### Cosmopolitan, Miramar, PR

orked on the construction documents for a multi-use complex in Ponce de Leon Ave. in Miramar. The complex consists of a mixed-use tower with commercial spaces at the base and residential apartments above facing Ponce de Leon Ave and a residential tower facing the Condado Lagoon.

#### West Beach 5 and East Beach Villas, Dorado Beach Ritz Carlton Reserve, Dorado, PR.

Modified construction documents of the typical est Beach multi-family buildings to improve apartment layouts as per comments received from clients during phases 1- and market latest trends. Develop 2 super luxury villas and modified them to client specific needs on 12 golf and beach view lots ranging from 10 – 16 SF.

#### Cesani Condominium, Mayaguez, PR.

Performed a feasibility study consisting of an existing conditions evaluation, concept development to transform property into student housing including preliminary room mix and areas calculations, and an opinion of probable cost.

#### Torre Del Cardenal, San Juan, PR.

Lead architect thru the design and construction documents for a 1 -story residential tower with , 3-bedroom apartments per floor. The penthouse apartments have a second level, accessed via an interior stair. Amenities of the building include a gymnasium, activities room, pool, gazebo, children’s playground and a jogging trail. Parking is provided in a 3-level garage with 361 spaces.

#### Paseo Las Palmas, Dorado, PR.

Prepared construction documents for 57-residences development in Paseos de Dorado with a flexible floor plan that maximizes lot utilization. Community areas include basketball and tennis courts.

#### Elliot Place, Miramar, PR.

Designed and prepared construction documents for the remodeling of a -story residential building in the historical district of Miramar. The design provided for 2,100 SF apartments on 1st through 3rd levels and a th level penthouse apartment with interior access to a new 5th level for a total of 3, 500 SF. The building retrofitted with an elevator that opens directly into the apartments. In the rear of the building a lightweight structure provides cover to of parking spaces. The design went through the Institute of Culture endorsement process.



CMA/CPM/CSA Joint Venture



BS in Electrical Engineering  
University of Puerto Rico,  
Mayagüez 1968

MS in Nuclear Engineering  
University of Puerto Rico,  
Mayagüez 1970

MBA in Industrial Management,  
Interamerican University, Río  
Piedras 1977



College of Engineers and  
Surveyors of Puerto Rico

International Society for  
Pharmaceutical Engineering

PROCOMP Excellence Evaluating  
Team

Puerto Rico Manufacturers  
Association

Puerto Rico Society of Electrical  
Engineers

Professional Engineer Puerto  
Rico. License No. 5300



40+

## BRAULIO MEJIA, P.E.

Risk Manager

Mr. Mejia has over fifty (50) years of experience in the engineering services industry, including general management, operations, risk management, manufacturing, health and safety, construction, validation, and procurement. His work history includes roles, such as, Operations Vice President and Program Manager for an Engineering Firm, General Manager, Engineering Director, Compliance Manager and Plant Engineer, for Pharmaceutical Bulk and Finishing Manufacturing Plants.

### PROFESSIONAL EXPERIENCE

#### CSA GROUP

As Senior Vice President for CSA Group, Mr. Mejia is currently responsible for Risk Management for all of CSA Operations, including the development and implementation of the necessary policies and procedures, to minimize the risk inherent to all Company Operations.

For approximately five (5) years, Mr. Mejia was responsible for the CSA Panama Operations, including Business Development, Project Delivery and Project Controls. As Corporate Senior Vice President for Operations Controls, he was responsible for leading, establishing and implementing the necessary controls to protect the Company assets. He developed the companywide capacity models, measuring deviations between plans and results, and identifying the necessary corrective actions. Mr. Mejia was responsible for the production departments both at the corporate and regional levels where he established, implemented and maintained processes, guidelines and protocols to ensure successful project delivery operations.

When assigned the role of Program Manager, he had the overall responsibility to provide engineering, construction and validation services to the industrial market. He was involved in various important pharmaceutical projects, such as

- Design of a new laser drilling module. Pfizer, Barceloneta.
- Development of a basis of design document for the aseptic area renovation at Pfizer, Cruce D vila.
- Renovation of the aseptic area and the design of a high speed syringe filling module at Cardinal Health.
- Renovation of the aseptic area at Wyeth, Carolina.
- Expansion of the lyophilization area at Bristol-Myers Squibb, Manati.

#### Pharmaceutical Industry

Mr. Mejia has over 20 years of experience in the manufacture of bulk and finished pharmaceutical products, and medical devices, including 10 years as General Manager. His experience includes plant start-up operations, computer integrated manufacturing systems, plant engineering, maintenance management, operation of building support systems, industrial engineering and environmental, and health safety (EHS) programs. He is familiar with all aspects of engineering and maintenance, as these relate to compliance with current Good Manufacturing Practices (GMP) and EHS regulatory requirements.

While managing a bulk pharmaceutical manufacturing plant, he was responsible for the construction of a hydrogenation facility, refurbishing and installation of a Heinkel Centrifuge, and the implementation of numerous equipment modifications to increase plant capacity and reduce manufacturing cycle times.

As Director of Engineering for a finishing pharmaceutical plant, he had overall responsibility for the construction of a \$30 M expansion to a parenteral manufacturing facility and a \$20 M expansion to a solid dosage highly automated manufacturing facility. Formerly, as Plant Engineer, he was responsible for the implementation of numerous pharmaceutical technology projects, including the purchase and installation of solid dosage manufacturing equipment.



CMA/CPM/CSA Joint Venture



Bachelor of Science, Civil Engineering, University of Puerto Rico, Year Earned: 1976

Master of Science, Civil Engineering, University of Florida at Gainesville, FL, Year Earned: 1988



Professional Engineer, Puerto Rico, License No. 7811



40

# YAMIL CASTILLO, MSCE, P.E.

Construction Oversight Manager

Mr. Castillo has over forty (40) years of experience in Project and Construction Management, Architectural Design and Construction Supervision of Institutional, Industrial, Pharmaceutical, Hospitality, Residential, Commercial, and Government Projects. His expertise includes technical and financial evaluation of real estate projects and the production of construction drawings and contract documents. Mr. Castillo has assisted clients in the development of program needs, requirements and the analysis of construction claims and their impact on costs and schedule.

## PROFESSIONAL EXPERIENCE

### Hurricane Maria Response, Recovery and Resilience PMO

The Governor of Puerto Rico, Hon. Ricardo Rosselló, has created a Program Management Office (PMO) led by Secretary of Housing Fernando Gil to provide for the oversight and integration of all public efforts leading to the prompt repair of all damages and the recovery of all Puerto Rico residents from the impact of Hurricane Maria (MARIA PMO). The purpose of the Consul-Tech Caribe Team is to support the MARIA PMO with comprehensive emergency management and disaster recovery services designed to ensure that Puerto Rico optimizes its reimbursement for disaster-related damages from all available federal sources. Mr. Castillo worked as a Agency Liaison for the Puerto Rico Ports Authority and its affiliates for this initiative.

### ARRA Program

The Puerto Rico Infrastructure Finance Authority (AFI) was the assigned Government agency responsible for the American Recovery and Reinvestment Act Bill (ARRA) funds available to Puerto Rico. AFI contracted CSA to help in the management of the program, which focused on streamlining governmental processes through a central agency and maximizing funds using thorough local agency monitoring, follow-up and assistance. The program's key components included establishing local agency guidelines, training, monitoring, reporting and conducting program audits. CSA was fully engaged with all municipalities, local, federal agencies and nongovernmental organizations. During the program, fund application deadlines were monitored and assistance was provided to those entities lacking the expertise to apply for the available funds and prepare proposals. A reporting structure was developed to ensure compliance with the ARRA for full implementation during the Operational Phase of the program. Mr. Castillo led the Operations Team for this program.

### U.S. Army Corps of Engineers

As Chief of the Antilles Construction Office, U.S. Army Corps of Engineers, GS-1, Mr. Castillo was responsible for all construction and emergency management activities of the Corps of Engineers in Puerto Rico and the Virgin Islands. He supervised a staff of over 100 technical and clerical personnel working on the Corps of Engineers construction program in the Caribbean. The program included the development of major flood control and water supply projects in Puerto Rico and the Virgin Islands, such as the Portuguese and Bucaná River projects in Ponce and the Puerto Nuevo Flood Control Project in San Juan. Mr. Castillo coordinated the completion of the projects with local and federal government agencies and was responsible for the Emergency Operations for the Corps of Engineers in Puerto Rico and the Caribbean. One of his key responsibilities was to perform the role of Contracting Officer for the U.S. Government.

- Mr. Castillo served in different positions at the Portuguese and Bucaná Resident Office in Ponce, Puerto Rico involving the management and construction of the Portuguese and Bucaná Projects. His responsibilities included roles of Field Engineer, Project Engineer, Office Engineer, Chief of Contract Administration and Construction and Resident Engineer where he was responsible for the construction of a \$ 50MM project that included two multi-purpose dams, more than 10 miles of earth and concrete channels, construction of a water diversion tunnel and other major water system features.
- Civil Engineer, Jacksonville District, U.S. Army Corps of Engineers. Mr. Castillo worked on the geotechnical, structural and hydraulics design of flood control projects in the state of Florida and Puerto Rico.



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B.S., Mechanical Engineering,  
University of Puerto Rico,  
Mayagüez, Puerto Rico, 1993.

2009 IBC Non-Structural and Life  
Safety Principles Course



Commonwealth of Puerto Rico,  
License No. 14190-PE



College of Engineers and Land  
Surveyors of Puerto Rico

American Society of Heating,  
Refrigeration and Air Conditioning  
Engineers

American Society of Mechanical  
Engineers

International Code Council

International Society for  
Pharmaceutical Engineers

National Fire Protection  
Association



26

## LUIS MERLE, PE

QA/QC

Mr. Merle, Mechanical Engineering Department Director Principal of the firm since 2002, holds a Bachelor of Science in Mechanical Engineering from University of Puerto Rico, Mayagüez Campus where he graduated Magna Cum Laude and was among the top three engineers from the mechanical department at that date. He received the Top Ten Engineering Award from Merck Sharp and Dohme.

He has more than 25 years of leadership experience in the engineering field. His experience has been primarily in design and project management roles industrial projects. He also has extensive experience performing utilities master planning for energy plant utilities such as chilled water, reheat, steam, compressed air, and vacuum systems in renovations and new construction projects. He is an active member of the International Code Council and it is charge of code reviews and regulatory standard reviews in the firm

His experience, design knowledge, project understanding and know-how on local Codes and regulations brings valuable expertise to the firm.

For the last twelve years he has focused in serving the firm as a client liaison, project manager for interdisciplinary projects, code reviewer and quality control manager for projects..

### PROFESSIONAL EXPERIENCE

#### **Abbott Laboratories, Barceloneta, PR – Building PR-40C, PR-17, PR-34 & PR-35**

Project included design of a two story building (PR- 0C) with ten clean room suites for product filling operations and remodeling of existing buildings. Services included H AC, piping (compressed air, nitrogen, chilled water, reheat water, potable water, soft water), plumbing (process, storm, sanitary) and fire protection.

#### **Hewlett Packard, Aguadilla, PR – Building PR-4**

Design of new building facilities for the manufacturing of electronic devices and development of environmental chamber facilities. Services included the expansion of the central chilled water system, H AC, fire protection (standard and pre-action), piping (compressed air, nitrogen, chilled water, reheat water, potable water, soft water) and plumbing (process, storm, sanitary). Installation of a new vacuum system and centralized compressed air system.

#### **Bristol-Myers Squibb, Humacao, PR – Building 6**

Design of new two-story building for solid dosage facilities. Services included H AC, fire protection, piping (compressed air, nitrogen, chilled water, reheat water, potable water, soft water, SP water) and plumbing (process, storm, sanitary).

#### **Baxter, Aibonito, PR – USABON Project**

Lead mechanical engineer and quality control reviewer for new manufacturing facility and mechanical support areas (boilers and water treatment systems).

#### **Merck, Las Piedras PR – Waste Water Treatment Plant**

Project manager and quality control manager for engineering efforts related to the upgrades of the Waste Water Treatment Facility.

#### **Honeywell, Moca, PR – Testing facilities**

Project manager and quality control for planning and engineering efforts related to the construction of a 60,000 sf facility for testing. Project included a grassroots development of 11 acres lot.

#### **AbbVie, Barceloneta, PR – CEIBA Project**

Project manager, project strategist and quality control engineering efforts related to transformation of the Barceloneta Site. Included the demolition of more than 20 structure and coordination to maintain plant operations.

#### **Romark Laboratories, Manati, PR – Novel Project**

Client liaison, design project manager and overall quality control reviewer for engineering efforts related to the development of a new pharmaceutical facility for OSD manufacturing. The development included the master planning of a 30 acres lot with 100,000 sf in manufacturing process areas.



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25+

## RICHARD KINNE

Grant Manager

Richard is a nationally recognized expert in disaster, emergency and crisis management with more than 25 years' experience in planning and preparedness, mitigation, long-term recovery operations, and response and recovery with some of the nation's worst and most deadly disasters. He has been sought out to be deployed to more than 50 presidentially-declared disasters having provided subject-matter expertise to support Federal Emergency Management Agency (FEMA) with the likes of Hurricane Katrina and the 9/11 attack.

Richard brings the highly-coveted blend of disaster management and a specialty in large-scale insurance adjustments of catastrophic disaster events with expert knowledge of risk management and underwriting having provided consulting services for the industry's largest brokers and insurers including Lloyds of London, Chubb Group of Insurance Companies, and AON, among others.

Richard is the founder and President of Kinne Associates – a national consulting firm with a proven and deep understating of FEMA programs – to support non-profit organizations and federal, state, and local governments. His staff is comprised of some of the most experienced and credentialed experts in disaster management to assist private and public entities develop preparations for and recover from disaster and crisis events.

Specifically related to the Puerto Rico Department of Education's scope of work, Richard was the primary lead representing the State of Louisiana and point of contact for FEMA and the Recovery School District (RSD) in the aftermath of hurricane Katrina. Working with these entities and funding from FEMA, HUD CDBG, U.S. DOE's Restart program and insurance proceeds of \$2 billion, a Master Plan of 2012 school facilities, to reorganize 127 school campuses of 60,000 students into 35 new schools, 1 full renovations and 2 refurbishments was designed and implemented.

He represented Louisiana's Emergency Management office (GOHSEP) and teamed with Louisiana's State Insurance Commissioner's office and FEMA to implement an insurance program evaluating and managing all Louisiana's public entities' insurance purchases based on a developed criteria to satisfy FEMA's obtain and maintain insurance purchase requirements.

Developed, designed and scripted a Computer Based Training program to teach FEMA Public Assistance applicants and temporary disaster employees the Alternative Procedures for the Sandy Recovery Improvement Act (section 202).

Most notably, Richard was the lead FEMA consultant to the City of Nashville floods of 2010. A \$ 100 million disaster requiring approximately 1,000 project worksheets which monies were fully funded within 13 months of the disaster's occurrence.

Prior to starting Kinne Associates, Richard was the Director of Response and Recovery for Kinne Associates founded by James Kinne – the former Director of FEMA during the Clinton administration. Richard developed and established a national cadre to assist state and local governments and private sector entities with on-site technical expertise and emergency management services.

He is a highly sought-after public speaker having spoken before numerous national and state conferences to include the National Hurricane Conference, the Florida Governor's Hurricane Conference, Public Risk Management Association, and Risk Management Society.

Richard was certified as a National Trainer in FEMA Public Assistance programs, Cost Estimating Format, and insurance for FEMA.



CMA/CPM/CSA Joint Venture



Bachelor of Science - Accounting,  
Universidad del Este, Carolina, PR



Six Lean Sigma, Kaizen Leader

Karras Effective Negotiating  
Seminar

PRMA Procurement Excellence  
Academy

2013 Chairman's Circle of  
Champions Pepsico Global



21

## BRENDALIZ RODRIGUEZ-ROSS

Procurement

Mrs. Rodriguez is an experienced, results-oriented purchasing professional with twenty one (21) years of experience in the coordination of activities related to procuring goods and services, raw material, packaging and spare parts. She has been accountable for risk management regarding supply contracts and agreements, cost control, and building a culture of long-term saving on procurement costs. Responsible as well to anticipate unfavorable events through analysis of data and developing control strategies..

### PROFESSIONAL EXPERIENCE

#### Procurement Consultant: Toyota de Puerto Rico

Manage annual spend of 28 million indirect purchasing. Conduct cost analysis and achieve a savings plan. Responsible for negotiations for all indirect purchasing. Responsible for the implementation of the new purchasing program COUPA, work as Project Manager of the project and provide training and support for the entire operation. Audit processes to improve existing ones and create new ones. Responsible for the creation of new procedures and controls.

#### Senior Buyer: Pepsico Foods Caribbean

- Manage annual spend of \$ million direct and \$20 million indirect.
- Responsible for placing and tracking purchase orders of raw materials and packaging.
- Responsible for the purchase and negotiations of corn and corn meal for future.
- Negotiate with suppliers for the procurement of goods, services required by the Company, evaluating potential suppliers to solicit proposals bids, with the required quality at the lowest cost in the delivery time stipulated by the Area Manager and following the purchasing policy.
- Examine and re-evaluate existing contracts to ensure the best cost and conditions.
- Review and approve major contracts and track large scale and or long term purchases.
- Analysis and evaluation of proposals tenders to allocate generate purchase orders through SAP.
- Identification and evaluation of potential suppliers, as well as potential markets and products services to negotiate.
- Ensure shortest possible turnaround of components and raw material deliveries without compromising quality or price.
- Responsible for supervision and management of staff.
- Provide technical and functional guidance to direct reports.
- Negotiate current prices, volume discounts and discounts for early invoice payments.
- Work with suppliers and freight forwarders to ensure timely delivery of local and off shore items.
- Negotiations on the payment terms.
- SOX testing to ensure 100 compliance of procurement processes and policies.
- Responsible for the implementation of SAP for Puerto Rico and provide training and support for the entire operation. Maintain SAP updated.
- Responsible for providing all the information for domestic and global audits.
- Accountable for CARICAM OG S negotiations and directly report to SACAFF Global Procurement Senior Manager.
- Preparation of Global Bidding (RFI, RFP).
- Provide support to the HR Department regarding company's activities as well as to the Marketing Department on ideas, new products and trends for promotions.

#### Assistant Comptroller: Envirionics Engineering Group

Fully responsible of all accounts payable and corresponding updates in the Financial Statements. Performed accounts analysis and bank reconciliation. In charge of the payroll process and electronic payroll. Responsible for Accounts Receivable and follow up to 150 accounts from both the government and private corporations. Performed inventory control and processing of supply orders



CMA/CPM/CSA Joint Venture



Master of Environmental Planning. Metropolitan University (In Progress)

Bachelor in Science, Major: Anthropology, Florida State University, Associate in Arts.

Tallahassee Community College Real Estate Broker Course, Coldwell Bankers Real Estate Institute



Archeologist, Phase I Institute of Puerto Rican Culture

Real Estate Broker, License No. (inactive), PR



Project Management Institute, Tallahassee, Fl. Chapter

National Grants Management Association



19

# RAQUEL CAMACHO

## Community Outreach

Ms. Camacho has over 19 years of experience managing projects for public and private clients providing project management, community outreach, permitting and cultural resources management services. Her experience includes project management, community outreach planning, management and operations, pre-construction, construction and operations permitting, environmental planning, natural resources assessments and management plans, environmental impact analysis, cumulative impacts analysis and environmental compliance. She has extensive experience in estimating and assessing the effects of man on the environment and evaluating project impacts on human (social) and cultural resources. Her areas of expertise includes archaeological studies (Phases 1A, 1B, II and III). Her technical duties have included social and cultural resources assessments for existing and new facilities preparation of Environmental Impacts Statements NEPA, federal local permits, SACE EPA compliance, preparation and monitoring of mitigation plans and cultural resources monitoring during construction, proposed land development, transportation and infrastructure improvements.

### PROFESSIONAL EXPERIENCE

#### New York City Housing Authority (NYCHA), Capital Projects Division, Recovery to Resiliency Program, Sandy Program Unit (SPU), City of New York, NY

On October 2 , 2012 Super Storm Sandy hit New York City causing the loss of essential services, including electricity, elevators, heat and hot water in 750 NYCHA buildings. NYCHA’s Sandy Program impacts 60,000 residents of 21 buildings located within 33 public housing developments in the Manhattan, Brooklyn and ueens boroughs of the City of New York. As a result of this climatological event over 200 NYCHA buildings sustained damages that require extensive repairs. FEMA approved the City of New York a \$3 Billion grant to assist NYCHA in recovering and making it’s affected buildings more resilient for similar future events. This NYCHA initiative is managed by the Capital Projects Division, Recovery to Resiliency Office, Sandy Program nit. Ms. Camacho serves as the Operations Manager of the SP Community Outreach Team (COT). The main objective of the COT is to avoid delays to the program’s schedule caused by lack of, or misscommunication. nder the leadership of Ms. Camacho, the COT maintains communication for the program’s stakeholders, including residents, community leaders, elected officials and other governmental agencies personel, so they are informed of the program’s progress and activities.

#### Hurricane Maria Response, Recovery and Resilience PMO

The Governor of Puerto Rico, Hon. Ricardo Rosselló, has created a Program Management Office (PMO) led by Secretary of Housing Fernando Gil to provide for the oversight and integration of all public efforts leading to the prompt repair of all damages and the recovery of all Puerto Rico residents from the impact of Hurricane Maria (MARIA PMO). The purpose of the Consul-Tech Caribe Team is to support the MARIA PMO with comprehensive emergency management and disaster recovery services designed to ensure that Puerto Rico optimizes its reimbursement for disaster-related damages from all available federal sources. Ms. Camacho worked as a Agency Liaison for the Department of Education for this initiative.

#### Office of Federal Affairs, Puerto Rico Department of Education (PRDE), Technical Assistance Consulting

Mrs. Camacho served as Project Manager within the CSA’s consulting team responsible of providing project management support to the PRDE’s Office of Federal Affairs regarding \$5 0MM allocated to 2 2 federally funded projects. CSA’s team assisted the PRDE in identifying strategies to maximize the appropriate use of federally funds allocated through it’s work plan process for the 0 -10, 10-11, 11-12 and 12-13 fiscal years. She provided leadership to a work team comprised of 30 CSA employees who provided project management support to the PR Department of Education, Office of Federal Affairs in managing \$5 0MM allocated to 2 2 federally funded projects. Ms. Camacho was responsible for overall project success, establishing metrics and client, scope, resources, budgeting, project schedule, progress reporting, executive briefings and stakeholder communication management



CMA/CPM/CSA Joint Venture



Bachelor of Architecture, Rhode Island School of Design, 1977

Bachelor of Fine Arts, Rhode Island School of Design, 1976

Commercial and Planning and Development Certificates, Harvard GSD Continuing Ed, 1987-89



Licensed Architect, State of Rhode Island, #1284, 1983-present

Licensed Architect, Commonwealth of Massachusetts, #5982, 1984-present

National Council of Architectural Registration Boards, #35352, 1983-present

Licensed Architect, State of Florida, #97030, 2014-present

Licensed Architect, State of New York, #039025, 2016-present



AAIE - Association for the Advancement of International Education

A4LE/CEFPI - Council of Educational Facility Planners International

AIA - American Institute of Architects/RI Chapter: Executive Board

AIA - American Institute of Architects/RI Chapter

AIA - American Institute of Architects, National Chapter

NCARB - National Council of Architectural Registration Boards

National Trust for Historic Preservation

Coalition of Library Advocates (COLA)

Society of University and College Planners (SCUP)



40+

## JAY J. LITMAN, AIA, RA

SME Educational Trends

Jay J. Litman, AIA has a deep understanding and appreciation of the educational challenges facing today's children and adults within the traditional 20th Century learning environments that dominate the vast majority of the world's schools. His 40 years of professional experience has focused primarily on the planning and design of educational facilities for children; university facilities; public libraries; urban and campus planning; and the rehabilitation of historic structures. His project background also extends to urban and campus planning. He is deeply involved in the emerging theories of project-based, collaborative learning that is reshaping the international language of school design. These emerging theories mandate fundamental changes in the design of the classroom environment such as learning in smaller groups, working collaboratively on project-based assignments, creating learning spaces that support multiple modes of learning which, with the confluence of new pedagogies, fundamentally changes teaching and learning in the 21st century.

### PROFESSIONAL EXPERIENCE

- International School of Qazan – Qazan, Tatarstan, Russia - Presidents Secondary School
- Alworth Barber International School, Israel – Campus Master Plan and Pathfinders
- Cranston Public Schools, Cranston, RI – Eden Park Elementary School Pathfinder
- Mamaroneck Union Free School District – Pathfinder Master Plan, Mamaroneck, NY
- Cranston Public Schools, Cranston, RI - District Master Plan
- Rye City Schools – District Master Plan, Rye, NY
- International School Basel – Facility Master Plan for 3-campus
- Edgemont High School – Pathfinder projects E-Lab, Scarsdale, NY
- Col-legi Montserrat – Early Ed and Lower Primary School, Barcelona, Spain
- MiS Academy – - campus, Riyadh, SA
- Nun Academy – Pre -12th grade Campus, 2 high schools, Jeddah, SA
- Bronxville High School – Pilot Projects, Bronxville, NY
- Tarbiya-Al-Islamiya Schools – New - School, Riyadh, SA
- American School of London – New HS Science Learning Community, London, England
- Academy of the Holy Names – Middle School, Tampa, FL
- Canadian Academy of Kobe – Campus Master Plan, Kobe, Japan
- Horace Greeley High School Addition – STEAM Center, Chappaqua, NY
- Horace Greeley High School – Global Learning Center, Chappaqua, NY .
- Horace Greeley High School – New Learning Communities, Chappaqua, NY
- Roaring Brook Elementary School – Curiosity Lab (Library) Maker Lab, Chappaqua, NY
- Westorhard Elementary School – Curiosity Lab (Library) Maker Lab, Chappaqua, NY
- Grafflin Elementary School – Curiosity Lab (Library) Maker Lab, Chappaqua, NY
- Bell Middle School – Global Learning Center, Chappaqua, NY
- Seven Bridges Middle School – Global Learning Center, Chappaqua, NY
- Nanuet High School – Transformation Plan for GLC Social Heart Cafeteria, Nanuet, NY
- Corbett Academy Master Plan - Performing Arts Center and STEAM Center, Tampa, FL
- Fisher Price Play Lab and Welcome Center, East Aurora, NY
- Qazan Early Education Center, Historic Rehab, Qazan, Russia
- Bayport-Bluepoint Public Schools – Middle School STEAM Center, Bayport, NY
- International School of Qazan – Secondary School Campus, Qazan, Russia
- Boulder Valley Schools Centaurus High School Phased Master Plan, Boulder, CO
- Martha's Vineyard Regional High School – Global Learning Center, Oak Bluffs, MA
- Striar Hebrew Academy – Redesign of primary Day School, Sharon, MA
- Safa Community School – Middle High School Master Plan, Dubai, AE
- Missoula County Public Schools – 3 Pilot Projects, Missoula, Montana
- St. Paul's Academy – Redesign of Middle School, Clearwater, FL
- Academy of the Holy Names – I-Lab 2, Tampa, Florida
- Bayport-Bluepoint Public Schools – 3 Pilot Projects, Bayport, NY
- International School of Qazan – Primary School Campus at Mavlutova



CMA/CPM/CSA Joint Venture



22+

## KERI BOLAND

### Compliance

Keri Boland is an accomplished project and financial manager with 22 years of experience supporting FEMA Public Assistance IDI contracts. In her role as Deputy Project Director Chief of Finance and Accounting for AECOM Recovery, she managed the entity's entire financial system, valued at more than \$1.2B. She has considerable knowledge of program management practices for responses to natural disasters, and has provided financial control of almost a thousand individual task orders for complex recovery efforts including the Florida Four hurricanes, Hurricanes Katrina, Rita, Ike, Gustav, Sandy, Harvey, Irma and Maria.

She is highly proficient in the management of FEMA funds, and has completed over 5 task orders with no cost overruns. She maintains responsibility for all financial aspects of projects from inception to completion including the development of all cost proposals and technical offers for both competitive and direct-award task orders negotiation of cost and scope with FEMA contracting officers allocation of all budget authorizations to the prime and up to 25 subcontractors monitoring of expenditures by individual, company, task, and in total evaluation of project risk development of all task order modifications creation and submission of over 6,000 invoices valued at over \$1.2B and processing of final vouchers for task order closeout including reconciliation of final budgets against amounts invoiced to client, securing contract releases.

Keri directed the creation and implementation of a proprietary SQLMS SQL Server invoicing and personnel management system that streamlined the invoice workflow process, significantly reduced processing costs and errors, and resulted in record reductions to invoice reimbursement times. The secure, web-based platform enables management to mine disaster deployment and staff competencies data so that experienced response teams, tailored to meet specific disaster requirements, may be quickly identified for FEMA deployments. She created database reports to satisfy all of FEMA's reporting requirements, including task order activity reports and monthly reports that demonstrate all financial progress, milestones met and key issues facing each project. The site also allows for tracking of labor and expenses by person and by task on a near real-time basis.

In her role as SBA manager, she implemented and maintained an aggressive approach to meet the US Department of Homeland Security's small and small disadvantaged business subcontracting goals by securing additional HDBone and service-disabled veteran-owned contractors with capabilities complementary to the PA TAC contracts. As a result, AECOM Recovery exceeded all small business goals from 2013 – 2015, including the overall goals for (a) and non-(a) small disadvantaged businesses, women-owned small businesses, HDBone small businesses, veteran-owned small businesses, and service disabled veteran-owned businesses.

Keri holds a bachelor's degree in economics from Penn State University. Continuing education includes graduate certificate work in procurement and contracts management Project Management Institute (PMI) training in project risk, management of successful projects and applied earned value management and FEMA coursework including EMMIE Train-the-Trainer certification, Public Assistance Operations, Debris Operations, and multiple ICS courses. She has maintained PMP certification since 2013 (1500561), is a member of the Association of Government Accountants and Project Management Institute, and holds a FEMA Public Trust clearance.

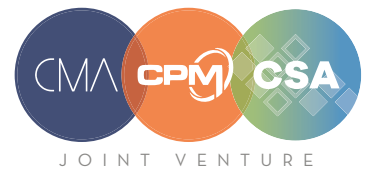


**DE**

**PUERTO RICO**  
DEPARTMENT OF EDUCATION

# Profiles

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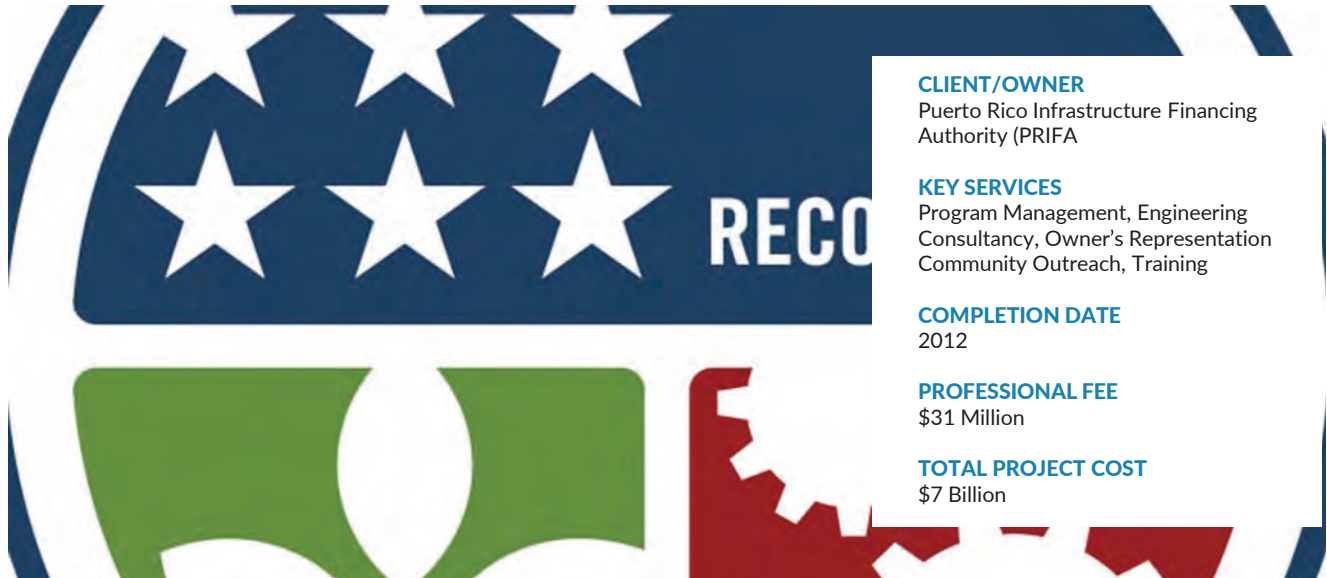


JOINT VENTURE



# Profiles

## INSTITUTIONAL



### CLIENT/OWNER

Puerto Rico Infrastructure Financing Authority (PRIFA)

### KEY SERVICES

Program Management, Engineering Consultancy, Owner's Representation  
Community Outreach, Training

### COMPLETION DATE

2012

### PROFESSIONAL FEE

\$31 Million

### TOTAL PROJECT COST

\$7 Billion

## PR ARRA Funds Program Management

*Puerto Rico*



## PROJECT DESCRIPTION & SERVICES

President Barack Obama signed the American Recovery and Reinvestment Act Bill (ARRA) in an effort to mitigate the severe economic downturn in the United States. ARRA imposed strict rules and conditions, stressing accountability, stringent reporting processes and strict fund allocation timeframes.

The Puerto Rico Infrastructure Finance Authority (AFI) was the assigned Government agency responsible for the ARRA funds available for Puerto Rico. AFI contracted CSA to help in the Mobilization process of the program, which focused on streamlining governmental processes through a central agency and maximizing funds through thorough local agency monitoring, follow-up & assistance.

CSA helped AFI in the Ramp-Up Phase of the program. This phase's key components included: establishing local agency guidelines, training, monitoring, reporting and conducting program audits. The Program Operation Plan commenced execution and the Program Office staff is fully engaged with all municipalities, local, federal agencies and nongovernmental organizations. Fund application deadlines were monitored and assistance was provided to those entities lacking the expertise to apply for the available funds. A reporting structure to ensure compliance with the ARRA was developed for full implementation during the Operational Phase of the program. The core tasks for this phase were:

- Administration and Oversight
  - Develop and maintain the ARRA database
  - Identify federal fund sources for competitive grants, loans, assisted programs, and related requirements; and available discretionary funds
  - Conduct a project readiness audit
  - Monitor progress and effectiveness of overall program
  - Develop, monitor and adjust the operational master plan and schedule
- Compliance
  - Develop ARRA-wide standards, guidelines & procedures
  - Establish process and financial controls
  - Keep budget master schedule & document control system
  - Report overall program results
  - Monitor local agencies and municipalities to ensure proper accountability of funds
- Agency Liaison and Support
  - Train and support agencies and municipalities
  - Liaison with federal and local agencies and municipalities
  - Assistance in pursuing discretionary and competing funds
  - Provide QA/QC support
- Community Outreach and Education



## HOUSING



### CLIENT/OWNER

Aptim/New York City Housing Authority

### KEY SERVICES

Program Management, Design Management, Construction Oversight, Community Outreach, Procurement, Environmental Assessment, Grants Management

### COMPLETION DATE

2022

### PROFESSIONAL FEE

\$45 Million

### TOTAL PROJECT COST

\$3 Billion

## NYCHA Recovery and Resilience Department- Program Management

New York, NY

## PROJECT DESCRIPTION & SERVICES



In October 2012, Superstorm Sandy caused the most costly and destructive disaster to impact New York City public housing in its history. The storm's surge knocked out power to more than 400 buildings and left 386 buildings without heat and hot water. Over 60,000 residents in 26,519 units were affected by this disaster. Saltwater permanently destroyed boilers and electrical panels, underground electrical conduits, and playgrounds.

It was determined that Sandy seriously impacted 33 NYCHA developments which became the Sandy Recovery Program and, in March 2014, NYCHA created a Program Management Office (PMO) to manage its execution. The PMO is engaged in overall management of the Sandy Recovery Program.

NYCHA's Recovery and Resilience Department is responsible for the implementation of \$3 billion in construction projects related to mitigation measures and restoration of NYCHA properties that were damaged by Superstorm Sandy. The scope of work being performed at the developments that are part of the Sandy Recovery Program includes but is not limited to:

- New boilers and boiler rooms where required
- CCTV and layered access
- Site lighting
- Roof replacement
- Playgrounds
- Underground utilities
- Standby power
- Lobby restorations
- Apartment restorations
- Community center restorations
- Wet/dry flood proofing



## HOUSING



### CLIENT/OWNER

Aptim/New York City Housing Authority

### KEY SERVICES

Program Management, Design Management, Construction Oversight, Community Outreach, Procurement, Environmental Assessment, Grants Management

### COMPLETION DATE

2022

### PROFESSIONAL FEE

\$45 Million

### TOTAL PROJECT COST

\$3 Billion

## NYCHA Recovery and Resilience Department- Program Management

New York, NY

## PROJECT DESCRIPTION & SERVICES

CSA resources were critical to the initial standing up of the 50 plus person Program Management Office including the development of program procedures and program controls. The procedure and program control effort included CSA's involvement in the implementation and management of the e-Builder and Quick Base systems which are used to manage all aspects of the projects in the Recovery and Resilience Department's portfolio. These systems provide a robust and transparent mechanism that provide program information to many different stakeholders in real time. The processes that are incorporated into the e-Builder system are derived from the Construction Industry Institute and Construction Manager Association of America best practices.

CSA continues to be involved in the following areas:

- **Deputy Program Manager:** Assist the Aptim program manager in the day to day execution of all program areas, stakeholder reporting and client management.
- **Construction Management:** Under the direction of APTIM, CSA is providing Construction Management resources to assist with oversight of projects being executed by a group of construction contractors competitively selected by NYCHA. CSA resources monitor progress, schedules, budgets and assist with permitting. CSA Construction Managers conduct the oversight of multiple contractors.
- **Procurement Management:** CSA implemented the industry outreach program that substantially increased the pool of consultants and contractors proposing in the ambitious \$3 billion Sandy program during the most historically active construction market in NYC and the nation. Key initiatives included market analysis, multiple Industry Outreach forums, and individual meetings with large and small firms. CSA personnel continue to assist the NYCHA procurement division in competitive bid processes, accounts payable, contract awarding and extensions.
- **Design:** acting as owner's representative for NYCHA, CSA Design Development Coordinators coordinate and review designs prepared by a group of design consultants. CSA reviews and provides recommendations and evaluates budgets. Provided consulting expertise on environmental review services related to NEPA.
- **Community Outreach:** CSA is providing resources to lead the coordination and communication with community stakeholders and the residents of the properties impacted by the program.
- **Grants Management:** CSA personnel support the PMO Funding group in the cost estimating, documentation, reporting and negotiation efforts for the 428 FEMA grant. and HUD CDBG-DR Funds.

## HOUSING



### CLIENT/OWNER

NYC Department of Design & Construction (DDC)

### KEY SERVICES

Project Management, Design, Bid/Construction Support

### COMPLETION DATE

2017

### PROFESSIONAL FEE

\$8 Million

### TOTAL PROJECT COST

\$290 Million

## NYC HRO "Build it Back" Hurricane Sandy Affected Community Recovery CM/Design/Build

Staten Island, NY



## PROJECT DESCRIPTION & SERVICES

New York City Build it Back is the City's program to assist homeowners, landlords and tenants in the five boroughs whose primary homes were damaged by Hurricane Sandy. Funded by the Federal Community Development Block Grant - Disaster Recovery (CDBG-DR) Bill passed by Congress, the goal of NYC "Build it Back" is to help affected residents return to safe, sustainable housing by addressing unmet housing needs.

CSA was one of the principal subcontractors to Sullivan Land Services (SLS). SLS contracted with the Department of Design and Construction (DDC) who is serving as the project execution agency on behalf of the Housing Recovery Office (HRO) for Staten Island.

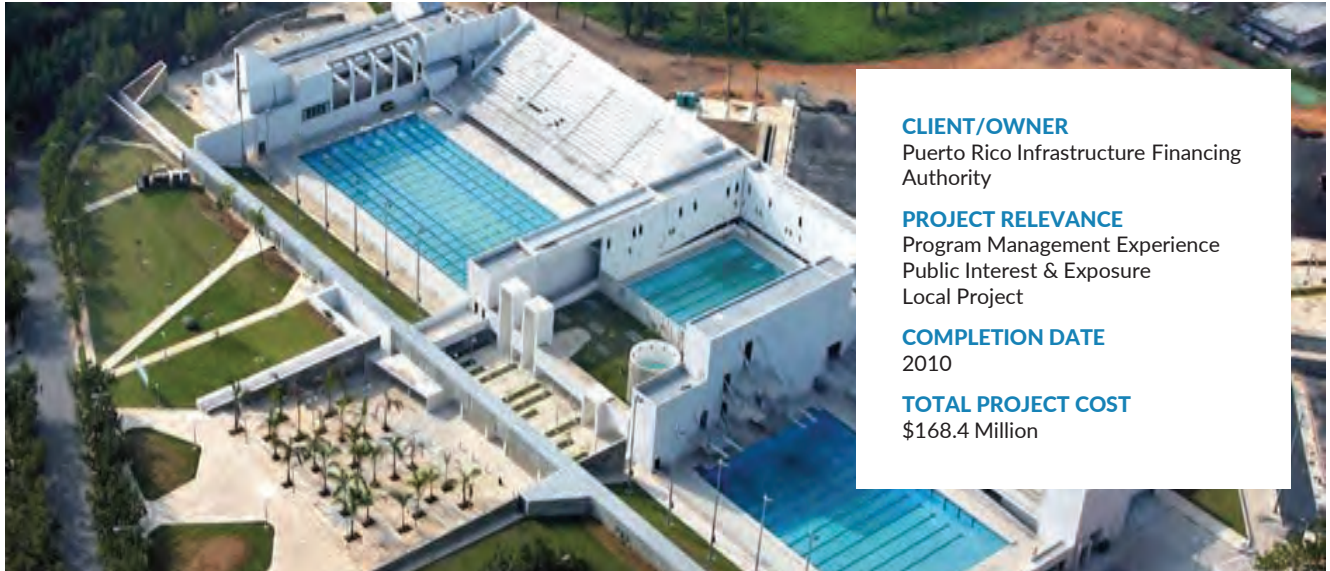
CSA was responsible for the design, permitting and project management services. All program efforts needed to be executed in an expedited manner. Through the design efforts, our needs to address serious design and infrastructure constraints with innovative urban design approaches at a cohesive neighborhood scale. The SLS team faced design challenges in each community that needed to respect resiliency aspects of the homes as well as local zoning requirements, environmental considerations and the homeowners needs.

CSA provided the following services:

- Inspections/Assessment Surveys of each home
- Project Controls support
- Home scoping definition
- CDBG scope compliance validation
- Full Architecture and Engineering Design
- Construction Support
- Environmental Permitting
- Construction Approvals
- M/WBE Compliance (design and construction)
- Program/Project Management Support



## EDUCATION



### CLIENT/OWNER

Puerto Rico Infrastructure Financing Authority

### PROJECT RELEVANCE

Program Management Experience  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2010

### TOTAL PROJECT COST

\$168.4 Million

## 2010 Central American & Caribbean Games Sports Facilities

*Mayaguez, Puerto Rico*

## PROJECT DESCRIPTION & SERVICES



Advisor, Program Manager & Inspector responsible for managing the development and construction of numerous sports facilities which required significant cost estimation and scheduling capabilities. Accountable for managing the construction of the Athletic & Soccer Stadium, new Baseball Stadium, Natatorium, Waterfront Park, Tennis Complex and other sport facilities for a total of 19 projects. In addition, CPM was asked to play a leading role in the operation of the facilities during the Games.

This program involved the coordination of multiple teams, external consultants, government and private agencies, and contractors to establish a robust execution plan to complete the work within the established time, budget and quality.

As advisers, CPM's work team participated from the early stages of the program. A cost-benefit analysis should be carried out to determine if the Baseball Stadium should be remodeled or demolished. To this end, a Feasibility Study was performed that resulted in the construction of the new stadium.

Decisions taken in the early stages of the program, along with rigorous planning, evaluation of construction methods and prequalification of contractors allowed to meet the project schedule.

Strict project control measures were taken to ensure budget compliance & quality expectations.

The program was successfully completed on time.

Services: Technical Assistance | Scheduling | Program Management | Design Management | Permitting | Scheduling | Cost Estimating | Construction Management | Land Acquisition & Relocation Support | Auction & Contracting Process Support



**CLIENT/OWNER**

Municipality of Guaynabo

**KEY SERVICES**

design and support for the preparation of the grant proposal

**COMPLETION DATE**

2018

**PROFESSIONAL FEE**

\$1,300,000

**TOTAL PROJECT COST**

\$19,000,000

**Caparra Interchange**

*Guaynabo, PR*



**PROJECT DESCRIPTION & SERVICES**

In 2012, the U.S. Department of Transportation granted the Autonomous Municipality of Guaynabo with competitive funds for the Project Caparra Intersection System Improvements. CMA worked in the preliminary stages of the design and provided support for the preparation of the grant proposal. After the award, CMA developed all stages of the design. The Project includes improvements to the PR-165 / PR-2 / PR-22 / Fort Buchanan intersection and traffic signal system, addition of auxiliary lanes, pavement rehabilitation, reconstruction of sidewalks, improvements to pedestrian crossings, relocation of Metropolitan Bus Authority bus stop, and Maintenance of Traffic. CMA also provided construction supervision and prepared the Base Condition Report for the stipulated Measurements of Effectiveness, including motorized and non-motorized traffic volume, travel time and delay, and safety. The project required extensive coordination with many stakeholders including the military, commercial, institutional and residential sectors at all project phases.

## INDUSTRIAL



### CLIENT/OWNER

Puerto Rico Industrial Development Company (PRIDCO)

### PROJECT RELEVANCE

Construction Management  
Local Project

### COMPLETION DATE

2015

### TOTAL PROJECT COST

\$27.3 Million

## Honeywell Building At Las Americas Technology Park - Design-Bid-Build

*Moca, Puerto Rico*

## PROJECT DESCRIPTION & SERVICES



Construction of a new building for offices and laboratories at Las Americas Technology Park (LATP) in Moca, Puerto Rico. This new building facility consists of approximately 70,000 sq. ft. and 27 ft. height, and comprises access road and final grading.

CPM provided construction management services as agent during the phases of design, bid, construction, partial occupancy, final completion and project closeout.

Definition and execution of an effective contracting strategy to meet the project deliveries on time.

Developing and maintaining safe work environment with the support and collaboration of all project team players within a labor intensive site.

Accuracy on tracking the schedule and interim functional milestones to allow testing trials as planned.

This project allowed for CMA and CPM, members of our CMA - CPM - CSA Joint Venture, to successfully collaborate as Designer and Construction Manager as Agent respectively.



## INDUSTRIAL



### CLIENT/OWNER

PRIDCO / Honeywell

### KEY SERVICES

architecture, engineering, permitting and construction administration services

### COMPLETION DATE

2015

### PROFESSIONAL FEE

\$503,700

### TOTAL PROJECT COST

\$21,000,000

## Honeywell Aguadilla

Aguadilla, PR



## PROJECT DESCRIPTION & SERVICES

Honeywell in collaboration with PRIDCO, decided to establish a new 60,000 square feet testing facility in the Las Americas Industrial Park in Moca, PR. The structure houses 18,000 square feet of office area, a cafeteria and specialized testing laboratories. CMA provided the site, architecture, civil, structural, mechanical, fire protection and electrical. Additionally CMA obtained the required permits for construction and development of the new building, incidental site development for roads, parking lot and utility off sites required. CMA managed and submit all the studies, environmental compliances and permits required to obtain a construction permit. For the same project, PRIDCO retained the services of CPM to provide Construction Management and Inspection services. The construction of Honeywell was successfully completed, and the operation permit was issued on time. The project is in full operation since 2016.

## EDUCATION



### CLIENT/OWNER

King's Group

### PROJECT RELEVANCE

Planning & Pre-construction Services  
Educational Institutions Sector

### COMPLETION DATE

Ongoing

### TOTAL PROJECT COST

\$13 Million

## King's College New Educational Facility

Clayton, Panama City, Panama

## PROJECT DESCRIPTION & SERVICES



International school based in Panama which plans the construction of new facilities in the area of Clayton, Panama City. The school is in the construction bid process and its facilities have capacity for 950 students, soccer field, pool, gym, auditorium, library, among others. Construction cost for the first phase is close to USD\$13 million.

The new school has been designed with a "green" approach, avoiding the felling of trees in the vast majority of the project, minimizing the ground movement required for the development and including infrastructure for light and water harvesting.

CPM provided Planning services as well as Pre-Construction Management, and is currently proposing to provide Owner's Representative Services during the initial infrastructure phase continuing with the phase 1 construction and up to the school move-out phase for this Pre Nursery to 13 Educational Facility Project.



## INDUSTRIAL



### CLIENT/OWNER

Lilly del Caribe

### KEY SERVICES

permitting and inspection services

### COMPLETION DATE

Present

### PROFESSIONAL FEE

\$200,000

### TOTAL PROJECT COST

\$8,,000,000

## Lilly Del Caribe

Carolina, PR



## PROJECT DESCRIPTION & SERVICES

Lilly del Caribe is an industrial facility located in Carolina Puerto Rico. CMA is currently providing permitting preparation and filing for Capital Improvement Project that includes process equipment replacements and others such as Manufacturing Buildings renovations. For many of these projects, CMA has been providing permitting services and inspection services while CPM is providing Construction Management Services. The services provided by both firms has allowed the Client to complete the CIP projects on time and in budget.

The Lilly logo is written in a red, cursive script font.

## WATER



### CLIENT/OWNER

Puerto Rico Aqueduct and Sewer Authority (PRASA)

### PROJECT RELEVANCE

Program Management Experience  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2009

### TOTAL PROJECT COST

\$238 Million

## Major Water Capital Improvement Program, North Region

*Puerto Rico*

## PROJECT DESCRIPTION & SERVICES



In a joint venture with a US-based firm, CPM as Advisor, Construction Manager & Inspector was responsible for managing the procurement and construction efforts for the PRASA's North Region Capital Improvement Program, which included work in 19 municipalities.

Water projects in the Capital Improvement Program included all segments of the water cycle such as: rehabilitation and construction of raw water facilities, water treatment plants, water storage tanks, distribution pump stations and distribution lines, including the replacement of client's service line and water meters, among others.

## EDUCATION



### CLIENT/OWNER

Puerto Rico Infrastructure Financing Authority

### PROJECT RELEVANCE

Program Management Experience  
Educational Institutions Sector  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2013

### TOTAL PROJECT COST

\$756 Billion

## 21st Century Schools Modernization Program

*Puerto Rico*

## PROJECT DESCRIPTION & SERVICES

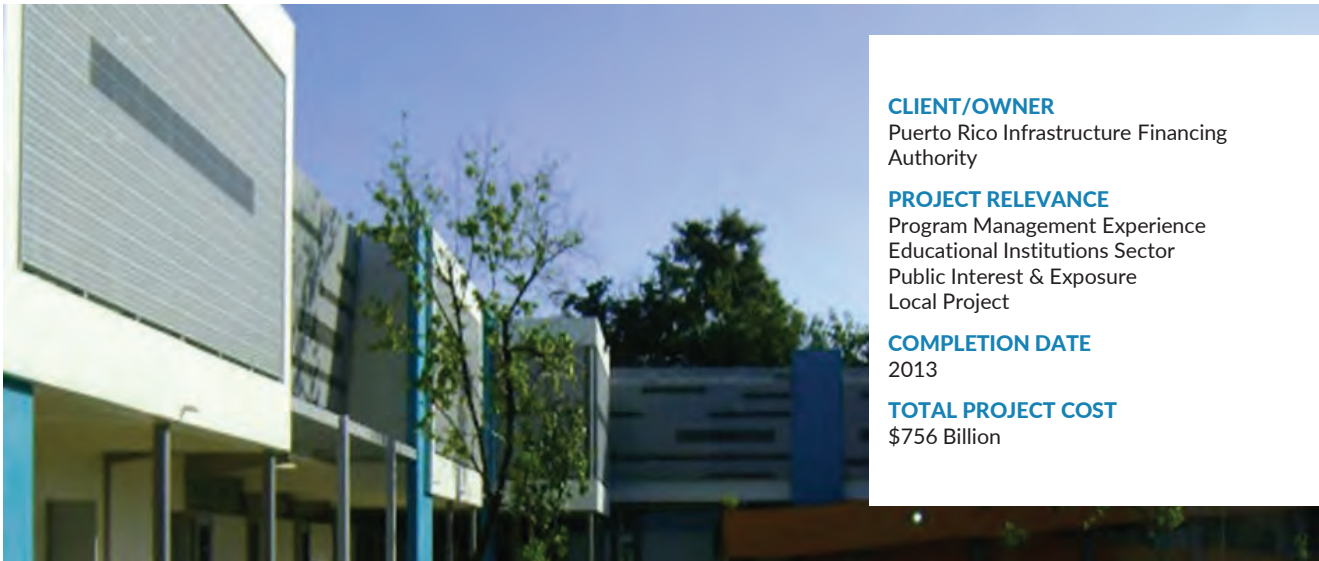


In the year 2010, the Puerto Rico Infrastructure Financing Authority (PRIFA) set out the assessments, studies, qualifications, and financing efforts needed to drive and manage island wide the School Modernization Program. With a total population close to 4 million people, the government appointed an investment of \$756,000,000 million to transform the public school system infrastructure with the main objectives of achieving the educational effectiveness of the students, the integration of surrounding communities, and the environmental sustainability. The Modernization Program had the appointment to positively impact one hundred (100) schools (some of them new) that serve around 50,000 students of elementary, middle, and high school levels located in 78 municipalities. The Program has been conceptualized as a Public-Private Partnership (PPP) business model that incorporates the Design, Construction, and Building Conservation responsibilities of the projects through contractual agreements with an array of private companies that were evaluated and qualified prior to starting the request for proposal (RFP) process.

In order to identify the necessities of the schools, a school survey was planned and conducted by educational specialized consultants, addressing a quantitative study to appraise the existing conditions of buildings, most of them built before the year 1960, and to qualitatively assess and evaluate their educational adequacy. This effort led into the development of a Design Standard Manual applicable to all projects as a guideline to meet the uniform functional area requirements within all schools premises.

As a strategy to manage a significant amount of projects that are developing concurrently, the island was divided into six (6) geographic regions to allow an effective supervision of the jobs under development. The owner (PRIFA) also hired different firms to perform specific tasks such as Inspection, Project Controls, and Safety. CPM PR, LLC (formerly Caribbean Project Management, PC) integrated all these disciplines by acting as a liaison on the Owner's behalf. The detailed design and construction modernization works for the first school commenced in November 2010, being in scheduled to be delivered to the Department of Education for its intended use in December 2011.

## HOUSING



### CLIENT/OWNER

Puerto Rico Infrastructure Financing Authority

### PROJECT RELEVANCE

Program Management Experience  
Educational Institutions Sector  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2013

### TOTAL PROJECT COST

\$756 Billion

## 21ST Century Schools Modernization Program

*Puerto Rico*

## PROJECT DESCRIPTION & SERVICES

The procurement process was conducted in a straight-scheduled manner, leading to the current execution of more than seventy (70) projects. Modernization budgets for such projects ranged from \$3 to \$20 million each.

21st Century Modernization works were primarily focused in the development of laboratory spaces dedicated to arts and sciences fields with appropriate furniture, open classrooms with natural ventilation, pavilions that sponsor the community integration into the schools environment, computerized technology and the pursuit of LEED certifications (mostly for new schools) to maximize energy resources. An amount of approximately forty nine (49) schools were expected to be completed by the summer of 2011.

In addition to the educational benefits, the Modernization Program created more than 3,400 jobs in less than a year providing employment to many families throughout the construction process. The infrastructure conservation activities will effectively warrant the maintenance of the schools after completion of the modernization and the new construction works.

Specific CPM Collaboration per Work Area:

### Design Management

- Worked with the selected architectural firms to develop 20% schematic design for each school prior to issuing the RFP.
- Reviewed schematic design to insure compliance with the School for the 21st Century Design Guidelines and Specifications.
- Served as liaison between government agencies to incorporate their request and recommendations in the design process.
- Oversaw the delivery of design documents (40%, 80% and 100%) for each school by the selected consortium. Reviewed each delivery for compliance with program objectives and design guidelines.

### Program Management

- Managed the contract award of each school.
- Oversaw quality control of inspection services hired by the Government Project Managers.
- Oversaw safety plan implementation for each school.
- Reviewed all payment applications and change orders.
- Managed the permitting process for all schools.

### Document Control Platform

- Implemented a standardized document control platforms across all projects. Oracle Primavera® P6 and Oracle Primavera® Contract Manager were used for these services.
- CPM provided hosting of applications, technical support to local users, staff training, and quality control.

## WATER



### CLIENT/OWNER

PR Aqueduct and Sewer Authority

### KEY SERVICES

Planning, Land Acquisitions, Permitting, Design Reviews, Funding Allocation and Bid Support phases

### COMPLETION DATE

2015

### PROFESSIONAL FEE

\$12,000,000

### TOTAL PROJECT COST

\$240,000,000

## PRASA Capital Improvement Program

*South and West Regions*



## PROJECT DESCRIPTION & SERVICES

CMA ARCHITECTS & ENGINEERS LLC (CMA) was contracted Black & Veatch and CDM to collaborate in joint efforts as Pre-construction Managers for the South and West Puerto Rico Aqueduct and Sewer Authority (PRASA) Regions during the Capital Improvement Program (CIP) that ended in 2015. During this period, CMA worked with more than 100 projects in the Planning, Land Acquisitions, Permitting, Design Reviews, Funding Allocation and Bid Support phases. More than 25 full time engineers and other technical personnel were involved in the management of the CIP project.

## EDUCATION



### CLIENT/OWNER

Puerto Rico Public-Private Partnerships Authority

### PROJECT RELEVANCE

Technical Advisory Services with emphasis in Planning Phase  
Educational Institutions Sector  
Local Project

### COMPLETION DATE

Ongoing

### TOTAL PROJECT COST

\$80 Million

## Student Life Project, University Of Puerto Rico, Mayagüez Campus

Mayaguez, Puerto Rico



## PROJECT DESCRIPTION & SERVICES

CPM is presently serving as Procurement and Technical Advisor for the Puerto Rico Public-Private Partnerships (P3 or PPP) Authority in formulating and procuring an on-campus Student Housing and Parking Design-Build-Finance-Operate-Maintain (DBFOM) Project for the University of Puerto Rico's Mayaguez Campus (UPR Mayaguez Campus). The UPR Mayaguez Campus is the second largest campus of the UPR System and has been ranked 2nd in awarding Bachelor's degrees to Hispanics, and 27th in number of Bachelor's degrees to women in the United States by the American Society for Engineering Education in its 2016 Profiles of Engineering & Engineering Technology Colleges.

The project consists of an on-campus mix used facility with approximately 11, 000 square feet of commercial real estate and a student housing component consisting of over 500 beds. The project also entails the improvement, operations and maintenance of over 3,000 parking spaces and possibly certain enhancements to the existing student center and gymnasium buildings. As Procurement and Technical Advisor, CPM provides assistance in P3 procurement, construction, operations and maintenance, cost estimations, technical assessment of parking facilities conditions, improvements' analyses, construction scheduling, and development of technical documents, among others.

This project is currently in the planning and awarding stage by the PRPPPA where CPM is the lead strategic consultant.

## TRANSPORTATION



### CLIENT/OWNER

Puerto Rico Highways & Transportation Authority

### PROJECT RELEVANCE

Program Management  
Federally Funded Program  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2014

### TOTAL PROJECT COST

\$278.7 Million

## Transportation Infrastructure Program Management

*Puerto Rico*

## PROJECT DESCRIPTION & SERVICES



CPM was contracted to implement a Project Management Office (PMO) to deliver a major road infrastructure improvements program. The goal was to develop and execute a project delivery process tailored to client's needs, and ensure the successful management of the program. An essential task of this PMO was to provide the client with an Executive Visibility Tool (EVT) to enhance the visibility of program status thus optimizing the decision-making process.

This program comprised the rehabilitation and reconditioning of 317 roads totaling 2,382 kilometers throughout Puerto Rico divided in two phases: Phase 1 consisted of 162 projects in 31 municipalities for a total capital investment of \$120.7M, Phase 2 consisted of 147 projects in 53 municipalities for a total capital investment of \$132.4M. Additionally, CPM provided program management services for 8 other projects in 8 municipalities with a total budget of \$25.6M.

CPM developed plans, schedules, monitoring procedures and progress reports for periodical maintenance activities of different Regions/Areas.

The EVT's provided each stakeholder vital information related to areas that required improvement. In a period of approximately six months, a production increase of 40% was reported. With CPM's collaboration thru EVT's development, client's optimization of funds was achieved.

As part of this engagement, CPM also provided support in the implementation of broad operational procedures and controls mandated by the Federal Highways Administration. After a complete process of data analysis, program status was presented in which remaining balances of completed projects were identified. These actions provided the Authority with an increase of 60% in federal funds.

## WATER



### CLIENT/OWNER

Puerto Rico Aqueduct and Sewer Authority

### PROJECT RELEVANCE

Program Management  
Public Interest & Exposure  
Local Project

### COMPLETION DATE

2014

### TOTAL PROJECT COST

\$22 Million

## Water Filtration Plants Automation & Rehabilitation Programs

*Puerto Rico*



## PROJECT DESCRIPTION & SERVICES

### *Maintenance and Rehabilitation Program*

CPM performed an assessment of 121 water filtration plants located throughout the island of Puerto Rico in order to assess the conditions of the instruments, equipment and facilities. Afterward, CPM prepared reports and recommendations for each plant in order to formulate the scope of work, develop and complete the procurement process, and perform inspection during plants rehabilitation.

### *Automation Program*

In a separate project, CPM also performed construction management and inspection services for the automation program of 75 water filtration plants. Services included working as liaison between the construction and the start-up teams.



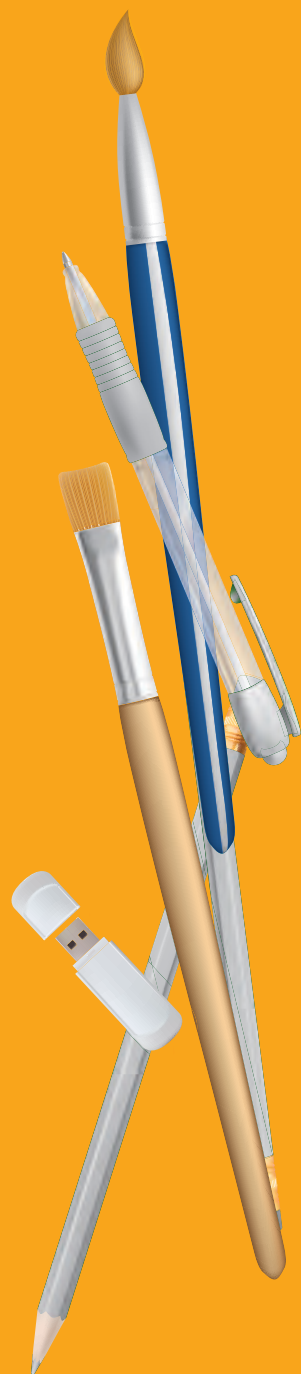
DE

PUERTO RICO  
DEPARTMENT OF EDUCATION

# Conflict of Interest Forms

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# Conflict of Interest Forms



April 17, 2019

Mr. Osvaldo Guzmán  
Puerto Rico Department of Education  
150 Federico Acosta St. 2<sup>nd</sup> Floor  
Urbanizacion Industrial Tres Monjitas  
San Juan, Puerto Rico

VIA EMAIL: [recovery@de.pr.gov](mailto:recovery@de.pr.gov)

**RE: CONFLICT OF INTEREST FORMS FROM SUBCONTRACTORS OF CMA - CPM - CSA JOINT VENTURE  
RFP NO. PRDE (ER)-2019-02 FOR PROGRAM MANAGEMENT SERVICES**

Dear Mr. Guzmán:

Enclosed please find the corresponding *Conflict of Interest Forms* of the subcontractors participating as part of our team. The subcontractors are:

- ❖ Kinne Associates, LLC
- ❖ Acumenian, LLC
- ❖ Fielding Nair International, LLC
- ❖ Estudios Técnicos, Inc.
- ❖ Kevane Grant Thornton LLP
- ❖ Pietrantonio Méndez & Alvarez LLC

Sincerely,

Francisco (Paco) Martínez  
Business Development Manager

**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

**Conflict of Interest/Unfair Advantage.** All existing consultants, contractors, and subcontractors of the Central Recovery and Reconstruction Office of Puerto Rico (COR3) who have participated or have had contact with information related to the services or scope of work contained herein that would be perceived to place them in an unfair advantage or conflict are precluded from responding to the RFPs. COR3 considers that it is important to avoid any perceived and/or real unfair advantages or conflicts.

COR3 will evaluate for Proposer, and the Proposer's key personnel, its subcontractors and any other individuals associated with the Proposal whether they have a Conflict Situation. To that end, the Proposer must complete and submit a Conflict of Interest and Unfair Competitive Advantage Certification (Certification Form) for itself, and a separate set of forms for each of its key personnel. Any other individuals or subcontractors participating in the Proposer's team, who are aware of an existing or potential Conflict Situation, shall make a disclosure on the Certification Form and forward it to **PUERTO RICO DEPARTMENT OF EDUCATION** for submittal to COR3. Failure of the Proposer, Key Personnel, or those with known Conflict Situations to submit the Certification Form(s) may result in the disqualification of the Proposer. Whenever a Proposer, its key personnel, any subcontractor or any individual associated with a Proposer is found to have a Conflict Situation, it shall be disclosed on the Certification Form and the attachments. COR3 will review the Proposer's suggested actions to be taken to avoid, neutralize, or mitigate such Conflict Situation, and if found acceptable, the matter will be considered resolved and the Proposer will be permitted to continue in the procurement process with the suggested actions. If, COR3 does not find the Proposer's suggested actions acceptable or sufficient to avoid, neutralize or mitigate a Conflict Situation, then COR3 will communicate to the Proposer that an unresolved Conflict Situation may exist. The Proposer may offer additional measures to resolve the matter. Proposers unable to resolve a Conflict Situation finding will not be permitted to continue in the procurement process. It is the responsibility of each proposer to police itself related to Conflict Situations. The Proposer agrees that if, at any time during the procurement process, or even after award of the contract, an individual or organizational Conflict Situation develops or is discovered, the Proposer shall make an immediate and full disclosure to **PUERTO RICO DEPARTMENT OF EDUCATION** and COR3 using the prescribed form. Such disclosure shall include a description of the action that the Proposer has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

RA  
4/12/19

**Conflict of Interest and Unfair Competitive Advantage Certification**

Identify any conflicts of interest or unfair competitive advantages (collectively called Conflict Situations) by completing this Certification under penalty of false statement by checking either Box No. 1 (Individuals) or Box No. 2 (Firms) below, and Box No. 3 as necessary. If there is a known or potential Conflict Situation, Box No. 3 should be checked, and the required supplementary information provided.

**1. Individuals**

I certify that I do not have a potential or known Conflict Situations as specified in the **RFP NO. PRDE (ER) 2019-02** documents, Puerto Rico Law, and Federal Regulations, for the subject project, except as disclosed in Box No. 3 and the attachments to this Certification.

**2. Firms**

My signature certifies that I am authorized to sign as a Representative for the Firm and to the best of my knowledge, information and belief, and after thorough review of the firm's books and records and after reasonable inquiry with knowledgeable persons within the firm, this firm:

- a) Has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to **PUERTO RICO DEPARTMENT OF EDUCATION**,
- b) Has no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to **PUERTO RICO DEPARTMENT OF EDUCATION**,
- c) Has no unfair competitive advantage resulting from work that this firm, its current staff, any key personnel or subconsultants have done to date, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with **PUERTO RICO DEPARTMENT OF EDUCATION**, except as disclosed in Box No. 3 and the attachments to this Certification.

**3. Disclosure**

I am notifying **PUERTO RICO DEPARTMENT OF EDUCATION** of the existence of one or more potential or actual Conflict Situation(s). I have attached to this Certification a document (limited to three pages) with (a) all relevant facts and (b) identified proposed actions to be taken to avoid, neutralize, or mitigate such Conflict Situation (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution).

I understand that if at any time I learn of a previously unknown potential or actual conflict of interest or perceived unfair competitive advantage, I will submit a new Certification to the appropriate **PUERTO RICO DEPARTMENT OF EDUCATION** contact person for that phase of the project, updating my previous statements and certifications.

Signature: Richard Kinne Date: 4/12/19  
Name (type/print): Richard Kinne Title: President  
Legal Name of Firm: Kinne Associates, LLC  
Address: 7777 Davis Road Ext.  
Telephone: (954) 439-6227

**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

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My signature certifies that I am authorized to sign as a Representative for the Firm and to the best of my knowledge, information and belief, and after thorough review of the firm's books and records and after reasonable inquiry with knowledgeable persons within the firm, this firm:

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Signature:  Date: April 15, 2019  
Name (type/print): Luis Matos Title: \_\_\_\_\_  
Legal Name of Firm: Acumenian, LLC  
Address: P.O.Box 9024051, San Juan, PR 00902-4051  
Telephone: (\_\_\_\_\_) 787-999-4000

**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

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Signature:  \_\_\_\_\_ Date: 4/15/2019  
Name (type/print): Jay Litman Title: Partner  
Legal Name of Firm: Fielding Nair International, LLC  
Address: Main Office - 3453 Hennepin Avenue South, Suite 100, Minneapolis, MN 55408-3826  
Telephone: ( 401 ) 289-2789

**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

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Signature: *Graham A. Castillo* Date: 4/12/2019  
Name (type/print): Graham A. Castillo Title: President  
Legal Name of Firm: Estudios Tecnicos, INC.  
Address: Domenech 113, Hato Rey, S.J. 00918  
Telephone: (787) 751-1675



**Conflict of Interest Notification  
RFP o. PRDE (ER 2019-02)**

April 4, 2019

Mr. Osvaldo Guzmán  
Undersecretary of Administration  
Puerto Rico Department of Education  
150 Federico Acosta Street 2nd Floor  
Undersecretary of Administration's Office  
Urbanización Industrial Tres Monjitas  
Hato Rey, Puerto Rico

Dear Mr. Guzmán:

I hereby by notify that Estudios Tecnicos, Inc. is a subcontractor of ICF for the COR3. The scope of our engagement is to provide technical support with economic and statistical matters. Our firm nor its personnel are directly involved in specific claims nor do we have any decisional or managerial responsibility over them. Nor do we have information that should be perceived to place us in an advantage position.

Our current scope of work is to collaborate with a FEMA team in developing a statistical model to estimate damages to certain assets across all sectors, including education. We only have one statistician assigned to the task and he is providing technical support in developing sampling procedures with other policy and technical resources under contract by FEMA.

Our direct contact in ICF is Alan Blankenship and Mr. Hector Rivera from COR3 requested our participation in the FEMA modeling team.

Cordially,

Graham A. Castillo, Esq.  
President

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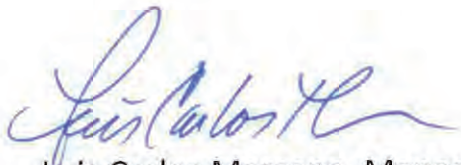
Signature: *Luis Carlos* Date: *4/14/19*  
Name (type/print): *Luis Carlos Macario* Title: *Managing Partner*  
Legal Name of Firm: *Keweenaw Grant Thornton LLP*  
Address: *33 Bolivia Street Suite 400 San Juan PR 00917*  
Telephone: *(787) 754-1915*

## Addendum to Conflict of Interest and Unfair Competitive Advantage Certification

Even though we have checked box #3 (disclosure) in the Conflict of Interest and Unfair Competitive Advantage Certification form, we do not believe of having any conflict of interest with the Puerto Rico Department of Education related to RFP No. PRDE (ER) 2019-02.

In the interest of maintaining the highest level of transparency we would like to disclose our current professional relationship with the following Puerto Rico Governmental Agencies and/or Public Corporations:

- 1- Puerto Rico Aqueduct and Sewer Authority – independent external audit services
- 2- Puerto Rico Ports Authority – independent external audit services
- 3- Puerto Rico Department of Education – independent external audit services
- 4- Centro Comprensivo de Cáncer – independent external audit services



Luis Carlos Marcano, Managing Partner

Kevane Grant Thornton LLP

4/10/19

**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

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Signature:  Date: 4-17-2019  
Name (type/print): JAIME E SANTOS Title: Managing Member  
Legal Name of Firm: Pretimolui Mendez + Alvarez LLC  
Address: 208 Ponce de Leon Ave. 19th Floor San Juan PR 00918  
Telephone: (787) 274-1212

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Signature:  Date: 4-17-2019  
Name (type/print): JAIME E SANTOS Title: Managing Member  
Legal Name of Firm: Pretimolui Mendez + Alvarez LLC  
Address: 208 Ponce de Leon Ave. 19th Floor San Juan PR 00918  
Telephone: (787) 274-1212

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**PUERTO RICO DEPARTMENT OF EDUCATION**

**RFP NO. PRDE (ER) 2019-02**

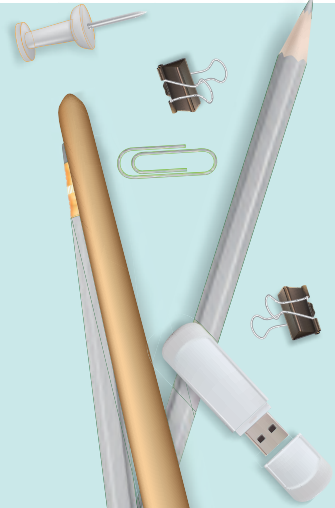
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PUERTO RICO  
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