



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

**AMENDMENT B TO AGREEMENT FOR  
TITLE CLEARANCE PROGRAM SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
DEVAL, LLC**

Contract No. 2020-DR0021

As amended by Contract No. 2020-DR0021A



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**THIS AMENDMENT B TO AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES**, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 16 day of June, 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **DEVAL, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 1231 Greenway Dr. Suite 200, Irving, TX 75038, herein represented by Deborah García-Gratacós, in her capacity as President, of legal age, married, and resident of Virginia, United States duly authorized by Resolution by the CONTRACTOR (collectively, the Parties).

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on October 10, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR0021, for the performance of title clearance program services in connection with the CDBG-DR Program (the "Agreement").

**WHEREAS**, the PRDOH and the Contractor, agreed that, for allowable Title Clearance Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **NINE MILLION FOUR HUNDRED AND NINETY SEVEN THOUSAND ONE HUNDRED AND TWENTY FOUR DOLLARS (\$9,497,124.00)**; to the Contractor from **ACCOUNT NUMBER R01H08TCP-DOH-LM 4190-10-000**.

**WHEREAS**, the Agreement was amended on July 20, 2020, through Amendment A, registered as Contract No. 2020-DR0021A, to replace Attachment C Scope of Work and Attachment D Compensation Schedule to include the task of temporarily preparing a certain quantity of Title Studies for the cases belonging to the Home Repair, Reconstruction, or Relocation Program ("R3 Program"). The Amendment A increased the amount of the Agreement to a total adjusted amount of **NINE MILLION FIVE HUNDRED AND FIFTY FOUR SIX HUNDRED AND TWENTY FOUR DOLLARS (\$9,554,624.00)**.

**WHEREAS**, the Parties wish to amend the Agreement to replace the Scope of Services (Attachment C) and the Compensation Schedule (Attachment D) to include notary services to legalize Power of Attorney granted outside of Puerto Rico and to include services to acquire certificates of release form the Department of Treasury for donation deeds to be registered in the Property Registry.

**WHEREAS**, the Parties also wish to increase the total amount of the Agreement by **FIFTY THOUSAND TWO HUNDRED EIGHTY THREE DOLLARS (\$55,283.00)** for an adjusted total amount of **NINE MILLION SIX HUNDRED NINE THOUSAND NINE HUNDRED AND SEVEN DOLLARS (\$9,609,907.00)**.

**WHEREAS**, this Amendment also conforms the Agreement to federal, state, and local regulations and statutes.

**WHEREAS**, this Amendment B is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

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

**II. AMENDMENT:**

- A. The parties agree to add the Notary Services (Protocolización) for Power of Attorney granted outside of Puerto Rico and Certificate of Release from the Department Treasury tasks to the Attachment C (SCOPE OF WORK) of the Agreement, hereto incorporated by reference into the Agreement and made part of the Agreement **(See Attachment 1 of this Amendment B)**.
- B. The parties agree to replace Attachment D (COMPENSATION SCHEDULE) of the Agreement with a revised Attachment D (COMPENSATION SCHEDULE) hereto incorporated by reference into the Agreement and made part of the Agreement **(See Attachment 2 of this Amendment B)**.
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to add an **Attachment H Contractor Certification Requirement** in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). **(See Attachment 3 of this Amendment B)**.
- D. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT**, the **second** paragraph, renumbering the remaining paragraphs in order, with the following:
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **NINE MILLION SIX HUNDRED NINE THOUSAND NINE HUNDRED AND SEVEN DOLLARS (\$9,609,907.00)**; Account Number: R01H08TCP-DOH-LM/ R01H07RRR-DOH-LM 4190-10-000.*
- E. The Parties agree to replace **paragraph G in Article X. TERMINATION**, as follows:

**G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the

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Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

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- F. The Parties wish to update PRDOH's information on **Article XX. Notices** of the Agreement as follows:

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To: PRDOH

William O. Rodríguez Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

- G. The Parties agree to replace **paragraph L** in **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, as follows:

N. *Ethics.* CONTRACTOR also acknowledges receipt of the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

- H. The Parties agree to replace and rename **Article XXIV. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARIA DE LA GOBERNACION) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**, with the following:

**XXIV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)**

- A. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretaría de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this

Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

**B. Termination Clause:** The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.

**C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment H** to this contract.

- I. The Parties agree to replace and rename **Article XLII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS** as follows:

**XLII. CONSOLIDATIONS, MERGERS, CHANGE OF NAME OR DISSOLUTIONS**

**A. Consolidation or Merger**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor,**

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**or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

C. Dissolution

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

J. All other terms and conditions of the Agreement remain unchanged.

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

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### III. HEADINGS

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

### IV. COMPLIANCE WITH LAW

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

### V. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

### VI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

### VII. ENTIRE AGREEMENT

The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

### VIII. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.

### IX. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30)** days of execution by the other party, this Amendment shall be null and void.

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

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PUERTO RICO DEPARTMENT OF HOUSING

DEVAL, LLC

William O. Rodríguez Rodríguez  
William O. Rodríguez Rodríguez (Jun 16, 2021 19:26 EDT)

**William O. Rodríguez Rodríguez, Esq.,**  
Secretary

Deborah Garcia Gratacos  
Deborah Garcia Gratacos (Jun 16, 2021 14:50 EDT)

**Deborah García Gratacós**  
President  
DUNS No. 136096927

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**Notary Services (Protocolización) for Power of Attorney granted outside of Puerto Rico**  
**Per Unit Task**

The attorney-notary will include in his protocol the powers of attorney granted outside of Puerto Rico to be legally effective in this jurisdiction (as established under the Puerto Rico Notary Law, Law No. 75 of July 2, 1987, as amended, and the Notary Regulations). This service includes the notification to the Registry of Powers of Attorney within three days after completing the process, in accordance with Article 76 of Law 75, supra and rules 60 and 61 of the Notary Regulations. The contractor shall be responsible for processing the Certification attesting that the power of attorney has been submitted to the Notary's Inspection Office (Oficina de Inspección de Notarías, ODIN). Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Vendor will be responsible for the payment of any fees associated to the preparation and execution of this task. PRDOH will compensate the Vendor at the unit prices pre-established.

**Certificate of Release from the Department Treasury**  
**Per Unit Task**

For any property that a title is granted by means of a donation deed, it will be necessary for their registration to obtain a Certificate of Release granted by the Department of Treasury. This task will include all the necessary processes to obtain said Certificate of Release (including all documents and forms, such as form SC 2788 B, filling account in SURI, preparation and filling of Gift Tax return, acquiring a debt certification from CRIM, acquiring Law 7 Debt Certification of Treasury Department and any other services or form required to obtain said certificate). Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The contractor will be responsible for the payment of all fees to complete this task, including filing fees in the Treasury Department and filing fees for the CRIM Certification for services related to document preparation and execution, necessary to obtain the certification. PRDOH will compensate the Vendor at the unit price pre-established.

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Revised Compensation Schedule for Amendment B  
Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07  
Deval, LLC

Total Contract Amount: \$9,609,907.00

GENERAL MANAGEMENT AND ADMINISTRATION

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	80	\$132.30	\$10,584.00
36 Months of Management and Administration:				\$381,024.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
01: Land Surveyors					
01.A: Land Survey, Plot Plan, and Property Description					
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$675.00	3,000	EA	\$2,250,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$725.00		EA		
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00		EA		
Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$850.00		EA		
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$900.00		EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,000.00	150	EA	\$150,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,100.00		EA		
Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$1,200.00		EA		
01.C: Segregation Plan, Properties Plot Plan and Descriptions	\$850.00	150	EA	\$127,500.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$850.00	150	EA	\$127,500.00	
01.E: Filing of Registration Plans with OGPe/Municipality	\$1,050.00	1,500	EA	\$1,575,000.00	Filing fees required in excess of \$100 will be submitted for reimbursement.
02: Appraisals	\$415.00	1,500	EA	\$622,500.00	
03: Title Searches	\$115.00	3,000	EA	\$345,000.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$225.00	1,500	EA	\$337,500.00	
05: Petitions to Registry ("Instancias")	\$413.00	375	EA	\$154,875.00	
06: Notarial Act ("Acta Notarial")	\$561.00	375	EA	\$210,375.00	
07: Declaration of Heirship ("Declaratoria de Herederos")					
Declaration of Heirship Completed & Pending Presentation in Registry	\$1,036.00	375	EA	\$555,000.00	The cost represents 70% of the total cost for the task. Vendor may invoice 70% of the task once the Declaration of Heirship is duly executed and pending presentation at the Property Registry.
Declaration of Heirship Completed & Presented in Registry	\$444.00				The cost represents 30% of the total cost for the task. Vendor may invoice 30% of the task once the Declaration of Heirship is presented to the Property Registry.
08: Sworn Statement ("Declaración Jurada")	\$42.00	3,000	EA	\$126,000.00	
09: Notarial Deeds ("Escritura Pública") In compliance with Article 77 of Act 75 of July 2, 1987, as amended, for the authorization of instruments of valuables or in which a thing or amount of determinable value whose value exceeds \$10,000, but does not exceed \$5,000,000 dollars, the notarial fees fixed will be established by agreement between the parties, but will never be greater than 1% nor less than 0.5% of its value.	0.75%	1,500	EA	\$900,000.00	For calculating the Total Cost it is assumed that all task quantities are for transactions with a value of \$80,000. Percentage fee does not include Property Registry Tariffs, nor does it include Internal Revenue Stamps or Seals. These will be reimbursed, at cost, to the Propsoer as established by law.
10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")	\$1,350.00	300	EA	\$405,000.00	
Total Per Unit Tasks:				\$7,886,250.00	

GENERAL MANAGEMENT AND ADMINISTRATION (R3 Program)

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	10	\$132.30	\$1,323.00
21 Months of Management and Administration:				\$27,783.00

PER UNIT TASKS (R3 Program)

Task	Unit Price	Estimated Quantity	Units	Total Cost
03A: Title Searches (R3 Program)	\$115.00	250	EA	\$28,750.00
04A: Property Title Certifications ("Certificaciones Registrales")	\$225.00	250	EA	\$56,250.00

Sub-Total Base Contract Cost (TC):	\$8,267,274.00
Sub-Total Base Contract Cost (R3):	\$112,783.00
Sub-Total Base Contract Cost (All Programs):	\$8,380,057.00

CONTRACT ALLOWANCES

Allowance Title	Amount	Notes
Allowance for Tariffs, Internal Revenue Stamps or Seals, and Filing of Registration Plans with OGPe/Municipality: To be used for the reimbursement of costs incurred by Proposer in Property Registry Tariffs, Internal Revenue Stamps or Seals, and filing fees for Registration Plans with OGPe/Municipalities in excess of \$100.	\$849,750.00	Assumes that all Petitions to Registry ("Instancias"), Declaration of Heirship ("Declaratoria de Heredero"), and Notarial Deeds ("Escritura Publica") are for a value of \$80,000. Therefore, each Notarial Deed will have Tariffs and Internal Revenue Stamps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heirship will have a Tariffs in the amount of \$285.00. Assumes reimbursement of any amount in excess of \$100 related to filing of Registration Plans with OGPe/Municipality for each individual lot within a property.
Allowance for Additional Services: To be used for the compensation of any additional services as identified in the Scope of Work. Compensation will be at the unit prices and rates proposed in the Additional Services Table below.	\$380,100.00	

ADDITIONAL SERVICES

Task	Unit	Unit Price	Notes
Special Appraisals ("Narrativa")	Each	\$1,750.00	
Additional Land Survey Services			
Land Surveyor	Hours	\$125.00	
Surveyor-In-Training	Hours	\$80.00	
Draftsman	Hours	\$57.00	
Surveying Crew Member	Hours	\$38.00	
Additional Legal Title Clearance Services			
Attorney at Law	Hours	\$145.00	
Paralegal	Hours	\$55.00	
Additional Title Specialist Services			
Title Clearance Specialist	Hours	\$55.86	
Title Searches Updates	Each	\$60.00	
Notarized Services (Protocolizacion for Power of Attorney granted outside of Puerto Rico)	Each	\$300.00	Service will not require a Request for Approval Form to be provided.
Gift Certificate of Release from the Treasury Department	Each	\$550.00	Service will not require a Request for Approval Form to be provided.



## ATTACHMENT H

### CERTIFICATION

#### DEVAL, LLC

##### **I. Contractor (or Subrecipient) Certification Requirement:**

1. Neither the contractor (or subrecipient) nor any of its owners<sup>1</sup>, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>2</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
4. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

<sup>1</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

<sup>2</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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

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

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

By: Deborah García Gratacós  
President

Signature: Deborah García Gratacós  
Deborah García Gratacós (Jun 16, 2021 14:50 EDT)

Date: 06/16/2021

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


# Amendment B to Title Clearance Program Services Deval LLC

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA45yEQt89Q27jDkTsQHN2jMI19XaqswWB

## "Amendment B to Title Clearance Program Services Deval LLC" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)  
2021-06-16 - 6:41:12 PM GMT- IP address: 196.28.53.20
-  Document emailed to Deborah Garcia Gratacos (dgarcia@deval.us) for signature  
2021-06-16 - 6:46:50 PM GMT
-  Email viewed by Deborah Garcia Gratacos (dgarcia@deval.us)  
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-  Document e-signed by Deborah Garcia Gratacos (dgarcia@deval.us)  
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