

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

AMENDMENT C to AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND DEVAL, LLC

As amended by Contract No. 2020-DR-0021B







THIS <u>AMENDMENT C</u> to <u>AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES</u>, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this of of <u>April</u>, 2022, by and between the <u>PUERTO RICO DEPARTMENT OF HOUSING</u> (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 <u>DEVAL, LLC</u> (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.

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-DR-0021, for the performance of Title Clearance Program Services for a maximum amount no to exceed of NINE MILLION FOUR HUNDRED NIGHTY SEVEN THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS WITH ZERO CENTS (\$9,497,124.00) ending on October 9, 2022.

WHEREAS, as per Article XXXVII of the Agreement, the agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, on July 20, 2020, the Agreement was amended through Amendment A, registered as Contract No. 2020-DR0021A, to replace Scope of Work (Attachment C) and Compensation Schedule (Attachment D) 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"). Amendment A increased the amount of the Agreement to a total adjusted amount of NINE MILLION FIVE HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS WITH ZERO CENTS (\$9,554,624.00).

WHEREAS, on June 16, 2021, the Agreement was amended through Amendment B, registered as Contract No. 2020-DR0021B, 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. Additionally, Amendment B increased the amount of the Agreement for an adjusted total amount of NINE MILLION SIX HUNDRED NINE THOUSAND NINE HUNDRED SEVEN DOLLARS WITH ZERO CENTS (\$9,609,907.00).

Whereas, The Parties wish to amend Attachment D (Compensation Schedule) (Attachment I) by redistributing funds towards Allowances and the R3 Program. The contract budget will remain the same, (\$9,609,907.00).

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

WHEREAS, this Amendment C 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 this 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 C.

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 amend Attachment D (Compensation Schedule) to redistribute the funds as follows:

The Title Clearance Program has received more than ten thousand two hundred (10,200) applications. The service provider currently has assigned three title specialists, which are not sufficient for the current and expected amount of work. These tasks are established in Amendment B "Compensation Schedule" as "Allowance for Additional Services" with an amount of THREE HUNDRED EIGHTY THOUSAND ONE HUNDRED DOLLARS WITH ZERO CENTS (\$380,100.00). A significant increase in human resources within this position is needed to complete the number of applications that will be assigned. Funds have been identified for tasks that have had little to no use and are just six months away from expiring. Said funds will be reallocated from Filing of Registration Plans with OGPE (-\$997,500); Notarial Deeds (-\$450,000); Sworn Statements (-\$99,750) and Land Survey Plot Plan and Property Description (-\$980,250) for a total amount to be reallocated to "Allowance for Additional Services" of TWO MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS WITH ZERO CENTS (\$2,527,500.00).

The total "Allowance for Additional Services" for this Amendment C "Compensation Schedule" will be of **(\$2,902,350.00)**, which includes Amendment B "Compensation Schedule" Allowance for Additional Services amount (\$380,100.00 + \$2,527,500.00= **\$2,902,350.00**). See Attachment 1 (Compensation Schedule)

Additionally, a new allocation named "tariff costs" of **FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS WITH ZERO CENTS (\$5,250.00)** will be included in the contract to account for required expenses in the processing of administrative requests, such as those in the Karibe System. This amount will be redistributed from Land Survey Plot Plan and Property Description.





Moreover, to ensure optimal use of CDBG funds and services to programs through its service providers, and upon reviewing the operation necessities of both the Title Clearance Program and the R3 Program, the PRDOH will redistribute funds from the Title Clearance Program, as follows: Title Searches (-\$86,250.00); Property Title Certifications (-\$56,250.00); Petitions to Registry (-\$41,300.00); Notarial Act (-\$56,100.00); Sworn Statements (-\$10,500.00); Notarial Deeds (-\$150,000.00) to be included in the Per Unit Tasks in the R3 Program.

Total Redistribution for R3 Program Description





Title Searches (\$86,250.00 + 28,750.00 (Amendment B Compensation Schedule "Title Searches" amount) = \$115,000.00); Property Title Certifications (\$56,250.00 + 56,250.00 (Amendment B Compensation Schedule "Property Title Certifications" amount) = \$112,500.00); Petitions to Registry (\$41,300.00); Notarial Act (\$56,100.00); Sworn Statements (\$10,500.00); Notarial Deeds (\$150,000.00) under this services contract to be rendered for and funded by the R3 Program.

PER UNIT TASKS (R3 Program)

Task	Unit Price	Estimated Quantity	Units	Total Cost
03A: Title Searches (R3 Program)	\$115.00	LUC.	EA	5115 000 00
04A: Property Title Certifications ("Certificaciones Registrales")	\$275.00	50X)	EA	\$112,500.00
05A: Petitions to Registry ("Instancias")	\$413,00	130	EΑ	541 300 00
D&A Notarial Act ("Acta Notarial")	\$561.00	3 A I	EΑ	\$5e 100 00
08A: Sworn Statement ("Declaración Jurada")	\$42.00	350	ΕΔ	\$10,500,90
09A: Notarial Deeds ("Escritura Pública")	0.75%	25Ú	ĒΑ	\$150,000,00

The contract budget remains the same: \$9,609,907.00.

- B. The Parties agree to replace Article XXVI. SECTION 3 CLAUSE, as follows:
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - **B.** The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - **C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this

Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- **D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- **E.** The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- **F.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- **G**. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).
- The Contractor agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the





Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

- C. The Parties agree to add the following Section:
- MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE•2021-029.
 - **B.** The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 2021-029 and CC 013-2021 will result in the termination of this agreement.
 - C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
 - **D.** The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.
- **D.** All other terms and conditions of the Agreement remain unchanged.
 - **E.** Each party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

III. HEADINGS

The titles to the paragraphs of this Amendment C 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 C 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) calendar days of execution by the other party, this Amendment shall be null and void.

DG



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

PUERTO RICO DEPARTMENT OF HOUSING

DEVAL, LLC

William O. Rodríguez Rodríguez
william O. Rodríguez Rodríguez
(Apr 6, 2022 13:33 EDT)

William O. Rodríguez Rodríguez, Esq.

Secretary

peborah Garcia Gratacos (Apr 6, 2022 11:24 EDT)

Deborah García-Gratacós

President





Revised Compensation Schedule for Amendment C

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 Man	agement a	nd Admir	istration:	\$381,024.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	t 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		EA		
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$725.00		EA	1	For calculating the Total Cost it is assumed
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00	1,693	EA	\$1,269,750.00	that all task quantities are for Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50
Lots/Parceis from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$850.00		EA		cuerdas)
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$900.00	1	EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas)	\$1,000.00	1	EA	1	For calculating the Total Cost it is assumed
Lots/Parceis from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,000.00	150	EA	\$150,000.00	that all task quantities are for Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt (2.50
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,100.00	1	EA		cuerdas)
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	550	EA	\$577,500.00	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	2,250	EA	\$258,750.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$225.00	1,250	EA	\$281,250.00	
05: Petitions to Registry ("Instancias")	\$413.00	275	EA	\$113 <i>,575.</i> 00	
06: Notarial Act ("Acta Notarial")	\$561.00	275	EA	\$154,275.00	
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 Heisthip 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	375	EA	\$15,750.00	
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 tis value.	0.75%	500	EA	\$300,000.00	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	FA	\$405,000.00	
To troof of Ownership Evidence to Justicy (Expedience de Dominio)	\$1,000.00			\$405,000.00	

Total Per Unit Tasks:

\$4,958,350.00





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

Deval, LLC

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 Man	agement a	nd Admir	istration:	\$27,783.00

PER UNIT TASKS (R3 Program)

Task	Unit Price	Estimated Quantity	Units	Total Cost
03A: Title Searches (R3 Program)	\$115.00	1,000	EA	\$115,000.00
04A: Property Title Certifications ("Certificaciones Registrales")	\$225.00	500	EA	\$112,500.00
05A: Petitions to Registry ("Instancias")	\$413.00	100	EA	\$41,300.00
06A: Notarial Act ("Acta Notarial")	\$561.00	100	EA	\$56,100.00
08A: Sworn Statement ("Declaración Jurada")	\$42.00	250	EA	\$10,500.00
09A: Notarial Deeds ("Escritura Pública")	0.75%	250	EA	\$150,000.00



Sub-Total Base Contract Cost (TC):	\$5,339,374.00
Sub-Total Base Contract Cost (R3):	\$513,183.00
Sub-Total Base Contract Cost (All Programs):	\$5,852,557.00



CONTRACT ALLOWANCES

CONTRACTALLOWANCES	·	
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 Heisrip ("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 Starnps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heisrhip 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 Tariffs Costs: To be used for the reimbursement of costs incurred by Proposer in the processing of administrative requests, such as those in the Karibe system, that are less than \$100.	\$5,250.00	
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.	\$2,902,350.00	

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.

Amendment C for Title Clearance Program Services (DEVAL, LLC)

Final Audit Report 2022-04-06

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2022-04-06

Ву:

Maria M. Rivera Nieves (mmrivera@vivienda.pr.gov)

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Signed

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