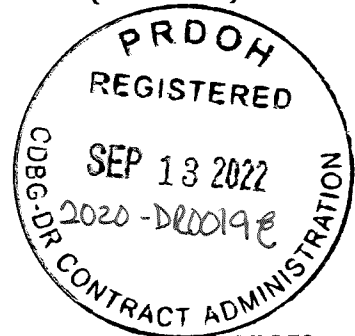




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

**AMENDMENT E to AGREEMENT FOR
TITLE CLEARANCE PROGRAM SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
F.S. SURVEYING, LLC**



THIS **AMENDMENT E** to **AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES**, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 12 of September, 2022, 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**" ("**Organic 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 **F.S. SURVEYING, LLC** (hereinafter, "CONTRACTOR"), with principal offices in Bo. Cañas Road #1 KM 28.5 Caguas, PR 00725, herein represented by Fernando Santiago Rosario, in his capacity as President, of legal age, married, Engineer, and resident of Aibonito, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 16, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2020-DR-0019, for the performance of Title Clearance Program Services in connection with the CDBG-DR Program ("Agreement") for the amount of **EIGHT MILLION NINE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIVE DOLLARS WITH ZERO CENTS (\$8,913,705.00)** ending on **September 15, 2022**.

WHEREAS, on July 13, 2020, the Agreement was amended through Amendment A, registered as Contract No. 2020-DR0019A, 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"). Amendment A increased the amount of the Agreement to a total adjusted amount of **EIGHT MILLION NINE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED FIVE DOLLARS WITH ZERO CENTS (\$8,951,205.00)**.

WHEREAS, on May 17, 2021, the Agreement was amended through Amendment B, registered as Contract No. 2020-DR0019B, which included but was not limited to the following amendments: replaced the **Attachment C (Scope of Services)** and the **Attachment D (Compensation Schedule)** to include notary services to legalize Power of Attorney granted outside of Puerto Rico and to include services to acquire certificates of release from the Department of Treasury for donation deeds to be registered in the Property Registry. Amendment B increased the total amount of the Agreement to a total adjusted amount of **NINE MILLION THREE THOUSAND FIVE HUNDRED AND SEVEN DOLLARS WITH SIXTY CENTS (\$9,003,507.60)**. Additionally, **Attachment H (Contractor Certification)** was added to the Agreement.

WHEREAS, on December 22, 2021 (mistakenly written December 22, 2022) the Agreement was amended through Amendment C, registered as Contract No. 2020-DR0019C, to assign an additional fund of **TWO HUNDRED ELEVEN THOUSAND FOUR HUNDRED NINETY**

DOLLARS WITH ZERO CENTS (\$211,490.00), quantity which includes a new allocation of five thousand dollars (\$5,000.00) for "tariff costs" to account for required expenses in the processing of administrative requests, such as those in the Karibe System; being the total adjusted amount of the Agreement of **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS WITH SIXTY CENTS (\$9,214,997.60)** for allowable Title Clearance Program Services performed during the term of the Agreement, ending on **September 15, 2022**.

WHEREAS, on May 13, 2022, the Agreement was amended through Amendment D, registered as Contract No. 2020-DR0019D, to amend **Attachment D (Compensation Schedule)** by redistributing the funds from Filing with OGPE, Land Survey, Plot Plan, and Notarial Deeds, for a total amount to be redistributed of NINE HUNDRED EIGHTY THOUSAND DOLLARS WITH ZERO CENTS (\$980,000.00) and be reallocated to allowances. The global total amount remains the same, **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS WITH SIXTY CENTS (\$9,214,997.60)**.

WHEREAS, the Parties wish to amend the Agreement to extend the period of the Contract to **twelve (12) months**, ending on **September 15, 2023**, and amend **Attachment H (Contractor Certification)**.

WHEREAS, as per Article XXXIII 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, this Amendment E also conforms the agreement to federal, state, and local regulations and statutes.

WHEREAS, this Amendment E 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 E.

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. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT E** serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following sections B and C of this **AMENDMENT E**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

In consideration of the Program's needs and the vendor's performance and expenses observed thus far, the Agreement will be extended to **twelve (12) months**, ending on **September 15, 2023**. The Contract budget will remain the same, **(\$9,214,997.60)**. Additionally, **Attachment H (Contractor Certification)** will be amended.


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C. AMENDMENTS

A. The Parties wish to amend **Section II (A) "Term of the Agreement"** as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The term of this Agreement will be for a performance period of **forty-eight (48) months** from the date of its execution, ending on **September 15, 2023**.*

B. **Attachment H (Contractor Certification)** of the Agreement is being replaced by a modified **Attachment H (Contractor Certification)** hereto incorporated by reference into the Agreement (See **Exhibit I**).

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

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


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D. HEADINGS

The titles to the paragraphs of this Amendment E 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.

E. 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.

F. 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.

G. 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 E and any subsequent amendment thereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

H. ENTIRE AGREEMENT

The Agreement and this Amendment E 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.

I. 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.

J. COUNTERPARTS

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

K. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

PRDOH will execute this Amendment E conditioned to the submission by the Contractor of the required insurance policies within **thirty (30)** calendar days of the signing of this Amendment E. The Contractor shall maintain its insurance policies active during contract performance and through final payment. Failure to comply with the submission of the insurance policies may result in the withholding of reimbursements or the termination of the Agreement.

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

PUERTO RICO DEPARTMENT OF
HOUSING

F.S. SURVEYING, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Sep 12, 2022 17:38 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary
Tax ID No. 66-0558579
Unique Entity ID: FFMUBT6WCM1

F.S.
Fernando Santiago (Sep 12, 2022 17:04 EDT)
Fernando Santiago Rosario
President
Tax ID. No. 660-62-7364
Unique Entity ID: GHMMQLSLZQ23



ATTACHMENT H

CERTIFICATION

F.S SURVEYING LLC

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:
 - **LR Tasadores/ Luis Rolón**
 - **Appraisals Services Provider**
 - **Sub contract amount based on unit prices per completed task as per Compensation Schedule from PRDOH contract.**
2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² 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.

³ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.


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connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor (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.
6. 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.


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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: Fernando Santiago Rosario

Signature: 

Date: 9.8.22



ATTACHMENT H

CERTIFICATION

F.S SURVEYING LLC

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

- **Partners Legal Solutions, PSC**
- **Legal Services Provider**
- **Sub contract amount based on unit prices per completed task as per Compensation Schedule from PRDOH contract.**


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2. Neither the contractor (or subrecipient) nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in

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connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor (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.
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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: Fernando Santiago Rosario

Signature: 

Date: 9-8-22










Amendment E FS Surveying

Final Audit Report

2022-09-12

Created:	2022-09-09
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMtC38z1rf0ELqGNEcbJSo-tJXhfRBsh

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-  Document emailed to Fernando Santiago (fsantiago@fssurv.com) for signature
2022-09-09 - 3:16:36 PM GMT
-  Email viewed by Fernando Santiago (fsantiago@fssurv.com)
2022-09-12 - 11:27:53 AM GMT- IP address: 173.243.81.30
-  Document e-signed by Fernando Santiago (fsantiago@fssurv.com)
Signature Date: 2022-09-12 - 9:04:39 PM GMT - Time Source: server- IP address: 173.243.81.30
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-09-12 - 9:38:23 PM GMT- IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-09-12 - 9:38:25 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2022-09-12 - 9:38:25 PM GMT



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