



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

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

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



THIS AMENDMENT D to AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES, (hereinafter referred to as "**Agreement**") is entered into in San Juan, Puerto Rico, this 21 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 **DEVAL, LLC** (hereinafter, "**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.

DGG
DGG

WORR
WORR

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 not to exceed **NINE MILLION FOUR HUNDRED NINETY-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 modify certain sections of the Agreement and amend the **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 modify certain sections of the Agreement, replace the **Scope of Services (Attachment C)** and **Compensation Schedule (Attachment D)** to include notary services to legalize Power of Attorney granted outside of Puerto Rico and include services to acquire certificates of release from the Department of Treasury for donation deeds to be registered in the Property Registry. The amount was increased to an adjusted total amount of **NINE MILLION SIX HUNDRED NINE THOUSAND NINE HUNDRED SEVEN DOLLARS WITH ZERO CENTS (\$9,609,907.00)**. Additionally, **Attachment H (Contractor Certification)** was added to the Agreement.

Whereas, on April 6, 2022, the Agreement was amended through Amendment C, registered as Contract No. 2020-DR0021C, to modify certain sections of the Agreement and amend **Attachment D (Compensation Schedule)** to redistribute funds towards allowances and the R3 Program. The Contract Budget remained the same, (\$9,609,907.00).

WHEREAS, the parties wish to amend the following Exhibits of the Agreement: **Attachment C (Compensation Schedule)**, and **Attachment H (Contractor Certification)**. Additionally, the parties wish to redistribute funds and extend the period of the Agreement to **fourteen (14) months**, ending on **December 11, 2023**. The budget will remain the same, (\$9,609,907.00).

DGG
DGG

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

WDRR
WDRR

WHEREAS, this Amendment D 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 D.

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 D** 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 D**. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

B. SCOPE OF THE AMENDMENT

The term of the Agreement will be extended to **fourteen (14) months**, ending on **December 11, 2023**. Additionally, PRDOH will redistribute funds to include additional Per Unit Tasks under this services contract to be rendered for and funded by the R3 Program. As a result, **Attachment C (Compensation Schedule)** and **Attachment H (Contractor Certification)** will be amended. The budget will remain the same, (\$9,609,907.00).

The Per Unit Tasks under this services contract to be rendered for and funded by the R3 Program are the following:

- Title Searches
- Property Title Certifications
- Petitions to Registry
- Notarial Acts
- Sworn Statements
- Notarial Deeds
- Segregation Plans, Property Plot Plans, and Descriptions
- Other Miscellaneous Notarial Tasks

C. AMENDMENTS

- A. **Attachment C (Compensation Schedule)** of the Agreement is being replaced by a modified **Attachment C (Compensation Schedule)** hereto incorporated by reference into the Agreement (See **Exhibit I**) to redistribute funds and include additional Per Unit Task for and funded by the R3 Program.
- 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 II**).

C. **Section II (A) "Term of the Agreement"** will be amended as follows:

- A. *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 **fifty (50) months** from the date of its execution, ending on **December 11, 2023**.*

- D. All other terms and conditions of the Agreement remain unchanged.
- E. Each party represents that the person executing this Amendment D has the necessary legal authority to do so on behalf of the respective party.

D. HEADINGS

The titles to the paragraphs of this Amendment D 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 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, 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 D and any subsequent amendment thereto. The services object of this Amendment

DGG
DGG

WRR
WRR

H. ENTIRE AGREEMENT

I. SEVERABILITY

DGG
DGG

Worr
Worr

K. COMPLIANCE WITH INSURANCE & BONDING REQUIREMENTS

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

DEVAL, LLC

William O. Rodríguez Rodríguez (Sep 21, 2022 08:25 EDT)

Deborah Garcia Gratacos (Sep 13, 2022 16:58 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 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	600	EA	\$450,000.00	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	75	EA	\$63,750.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$850.00	50	EA	\$42,500.00	
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	400	EA	\$166,000.00	
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	\$113,575.00	
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 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	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 its value.	0.75%	300	EA	\$180,000.00	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:				\$3,413,350.00	

GENERAL MANAGEMENT AND ADMINISTRATION (R3 Program)

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
----------	-------------------	----------------------	---------------	-------------------

DGG

WORR

Revised Compensation Schedule for Amendment C

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07
Deval, LLC

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	Notes
01.A: Segregation Plan, Properties Plot Plan and Descriptions	\$850	100	EA	\$85,000.00	
03A: Title Searches (R3 Program)	\$115.00	1,360	EA	\$156,500.00	
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%	1,742	EA	\$1,568,500.00	To calculate the Total Cost it is assumed that all task quantities are for transactions with a value of \$120,000. 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 Proposer as established by law.

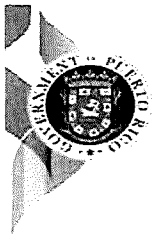
Sub-Total Base Contract Cost (TC):	\$3,794,374.00
Sub-Total Base Contract Cost (R3):	\$2,058,183.00
Sub-Total Base Contract Cost (All Programs):	\$5,852,557.00

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 Tariffs Costs: To be used for the reimbursement of costs incurred by Proposer in the processing of administrative requests, such as those in the Caribe 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	Allowance may be used for Title Clearance Program and R3 Program, respectively.

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

Subcontractor	Principal Terms and Conditions	Amount of Proposed Contract Payable
Mario Carbia and Associates, Inc.	The subcontractor performs appraisal services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
Katiria M. Perez Law Offices	The subcontractor performs legal services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
Bufete Garcia Enchautegui, CSP	The subcontractor performs legal services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
Cancio Cuevas & Santiago, LLP	The subcontractor performs legal services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
VIVE Legal Group, LLC	The subcontractor performs legal services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
Jose A. Melendez Melendez	The subcontractor performs surveying services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime
Milagros Cuevas Torres	The subcontractor performs title investigation services and payment terms are based on completion and delivery of task assigned	Varies on Scope and agreed upon commercial rates with Prime

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

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 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.

DGG
DGG

WORR
WORR


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.

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

Signature: 
Date: 9/12/2022

DGG
DGG

WORR
WORR












AMENDMENT D DEVAL

Final Audit Report

2022-09-21

Created:	2022-09-13
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWfzFzjQfnfIVY01R81oP6_lxx0C990Fd

"AMENDMENT D DEVAL" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
2022-09-13 - 8:48:28 PM GMT- IP address: 196.28.53.20
-  Document emailed to dgarcia@deval.us for signature
2022-09-13 - 8:51:08 PM GMT
-  Email viewed by dgarcia@deval.us
2022-09-13 - 8:56:16 PM GMT- IP address: 70.167.240.99
-  Signer dgarcia@deval.us entered name at signing as Deborah Garcia Gratacos
2022-09-13 - 8:58:53 PM GMT- IP address: 70.167.240.99
-  Document e-signed by Deborah Garcia Gratacos (dgarcia@deval.us)
Signature Date: 2022-09-13 - 8:58:54 PM GMT - Time Source: server- IP address: 70.167.240.99
-  Document emailed to w.rodriguez@vivienda.pr.gov for signature
2022-09-13 - 8:58:56 PM GMT
-  Email viewed by w.rodriguez@vivienda.pr.gov
2022-09-21 - 12:24:11 PM GMT- IP address: 104.47.64.254
-  New document URL requested by w.rodriguez@vivienda.pr.gov
2022-09-21 - 12:24:16 PM GMT- IP address: 196.28.53.20
-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-09-21 - 12:25:23 PM GMT- IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-09-21 - 12:25:25 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2022-09-21 - 12:25:25 PM GMT



Adobe Acrobat Sign