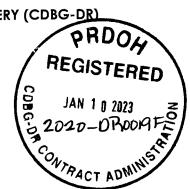
GOVERNMENT OF PUERTO RICO DEPARTMENT OF HOUSING

AMENDMENT F

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

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

Contract No. 2020-DR0019 Amendment Contract No. 2020-DR0019F



This <u>AMENDMENT F</u> TO AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES (Amendment or Amendment F) is entered in San Juan, Puerto Rico, this 10 day of January , 2023, by and between the PUERTO RICO DEPARTMENT OF HOUSING (PRDOH), a public agency created under Act 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 its Secretary, William O. Rodríguez Rodríguez, of legal age, single, attorney and resident of San Juan, Puerto Rico; and F.S SURVEYING, LLC (CONTRACTOR), with principal offices in Bo. Cañas Road #1 KM 28.5 Caguas, Puerto Rico, 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 (collectively, the Parties).

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 16, 2019, the Parties entered into an Agreement for Title Clearance Program Services for a period of thirty-six (36) months for the amount of EIGHT MILLION NINE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$8,913,705.00), from the day of its execution, ending on September 15, 2022, registered as Contract No. 2020-DR0019 (Agreement).

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, the Agreement was amended on July 13, 2020, through Amendment A, registered as Contract No. 2020-DR0019A, to establish that CONTRACTOR converted to a Limited Liability Company (LLC), modify and amend certain terms of the Agreement, modify Attachment C (Scope of Services) to include that Title Searches will also be performed in order to support PRDOH in the administration of the R3 Program, modify Attachment D (Compensation Schedule) to include the task of performing five hundred (500) Title Searches. The total budget amount increased to EIGHT MILLION NINE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED FIVE DOLLARS (\$8,951,205.00).

WHEREAS, the Agreement was amended on May 17, 2021, through Amendment B, registered as Contract No. 2020-DR0019B, to modify certain terms of the Agreement, Attachment C (Scope of Services) and 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 Puerto Rico Department of Treasury for donation deeds to be registered in the Property Registry. Furthermore, a new attachment was added to the Agreement named as Attachment H (Contractor

Certification). The total budget amount increased to **NINE MILLION THREE THOUSAND FIVE HUNDRED SEVEN DOLLARS** AND SIXTY CENTS (\$9,003,507.60).



WHEREAS, the Agreement was amended on December 22, 2021 (mistakenly written December 22, 2022) through Amendment C, registered as Contract No. 2020-DR0019C, to modify certain terms of the Agreement, modify Attachment D (Compensation Schedule) to add additional funds for \$211,490.00, a quantity which includes a new allocation of \$5,000.00 for "Tariff Costs" to account for required expenses in the processing of administrative requests, such as Karibe System. The total budget amount increased to NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND SIXTY CENTS (\$9,214,997.60).

WHEREAS, the Agreement was amended on May 13, 2022, through Amendment D, registered as Contract No. 2020-DR0019D, to modify Attachment D (Compensation Schedule) to redistribute the funds from "Filing with OGPE, Land Survey, Plot Plan, and Notarial Deeds", for a total amount to be redistributed of \$980,00.00, and be reallocated to allowances. The total budget amount was not modified in Amendment D.

WHEREAS, the Agreement was amended on September 12, 2022, through Amendment E, registered as Contract No. 2020-DR0019E, to modify and amend certain terms of the Agreement, amend Attachment H (Contractor Certification), and extend the period of performance to twelve (12) months, ending on September 15, 2023. The total budget amount was not modified in Amendment E.

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

WHEREAS, this Amendment F 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 PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this Amendment F.

WHEREAS, the CONTRACTOR has duly adopted Resolutions dated March 29, 2021, authorizing its Authorized Representative, Fernando Santiago Rosario, to enter into the Agreement and this Amendment F.

WHEREAS, by signing this Amendment F the CONTRACTOR assures PRDOH that the CONTRACTOR shall comply with all the requirements described herein.

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. SAVINGS CLAUSE

The information included in this Amendment F serves the purpose of modifying and amending certain terms and conditions under the Agreement, as established in the following Articles III and IV of this Amendment F. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

III. SCOPE OF THE AMENDMENT



As part of PRDOH's efforts to ensure optimal use of CDBG-DR funds through its service providers, \$299,600.00 funds shall be redistributed from "Land Survey, Plot Plan, and Property Description" and be assigned to "Segregation Plans, Properties Plot Plans, and Descriptions", and \$1,020,400.00 funds shall be redistributed from different tasks and assigned to the "Allowance for Additional Services". This is in consideration of the Program's needs and the CONTRACTOR's performance and expense observed thus far. As a consequence, Attachment D (Compensation Schedule) will be amended. Additionally, Attachment H (Contractor Certification) will be amended and a new Attachment, Attachment I (Non-Conflict of Interest) will be incorporated into the Agreement. The Contract's budget will remain the same.

IV. AMENDMENTS

- A. The Parties agree to amend **Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** to include a new sub-section N:
 - N. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with Attachment I (Non-Conflict of Interest Certification), attached herein and made an integral part of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose and manage apparent potential, or actual conflicts of interest related to CDBG-DR funded projects, activities, and/or operations.
- B. Attachment C (Compensation Schedule) is being replaced by a modified Attachment C (Compensation Schedule), hereto incorporated by reference into the Agreement. (See Attachment I).
- C. Attachment H (Contractor Certification) is being replaced by a modified Attachment H (Contractor Certification), hereto incorporated by reference into the Agreement. (See Attachment II).
- D. **Attachment I** (Non-Conflict of Interest Certification) is being added to the Agreement, hereto incorporated by reference into the Agreement. (See **Attachment III**).

V. HEADINGS

The titles of the paragraphs of this Amendment F 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 F.

VI. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

VII. 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.

VIII. 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.

IX. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment F to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment F and any subsequent amendment thereto. The services object of this Amendment F may not be invoiced or paid until this Amendment F 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.

X. ENTIRE AGREEMENT

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

XI. SEVERABILITY

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

XII. COUNTERPARTS

This Amendment F 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 Amendment F is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Amendment F shall be null and void.

XIII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of the Agreement, as amended, related to the following subjects shall survive the termination or expiration of the Agreement, as amended: interpretive provisions; consideration; warranties; general affirmations, federal



assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring, and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of the Agreement, as amended, shall so survive.

IN WITNESS THEREOF, the Parties hereto execute this Amendment F 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 (Ján 10, 2023 13:06 AST)

William O. Rodríguez Rodríguez, Esq.

Secretary

Fernando Santiago (Jan 10, 2023 08:48 AST)

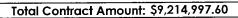
Fernando Santiago Rosario

President



Revised Compensation Schedule for Amendment F

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07 F.S. Surveying, PSC







GENERAL MANAGEMENT AND ADMINISTRATION

Position		Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager		1	80	\$249.06	\$19,925.00
	36 Months of Man	agement a	nd Admir	istration:	\$717,300.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
01: Land Surveyors					
01.A: Land Survey, Plot Plan, and Property Description					<u> </u>
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$575.00	i I	EA _		
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$650.00	ŀ	EA	•	For calculating the Total Cost it is assume that all task quantities are for Lots/Parcel from 1,201 sq.mt. to 2,000 sq.mt. (0.50
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00	1,500	EA	\$1,125,000.00	
Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$1 <i>,75</i> 0.00		EA		cuerdas)
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$2,200.00		EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,100.00		EA		
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuedas)	\$1,100.00		EA		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
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuedas)	\$1,200.00	150	EA	\$180,000.00	
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,400.00] [EA		cuerdas)
Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$2,250.00] [EA		
01.C: Segregation Plan, Properties Plot Plan and Descriptions	\$700.00	578	EA	\$404,600.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$1,250.00	150	ΕA	\$187,500.00	
01.E: Filing of Registration Plans with OGPe/Municipality	\$550.00	450	EA		Filing fees required in excess of \$100 will be submitted for reimbursement.
02: Appraisals	\$346.87	1,500	EA	\$520,305.00	
03: Title Searches	\$75.00	3,000	EA	\$225,000.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$75.00	1,500	EA	\$112,500.00	<u> </u>
05: Petitions to Registry ("Instancias")	\$550.00	375	EA	\$206,250.00	
06: Notarial Act ("Acta Notarial")	\$500.00	275	EA	\$137,500.00	
07: Declaration of Heirship ("Declaratoria de Herederos")					
Declaration of Hetrship Completed & Pending Presentation in Registry	\$1,190.00	375	EA	\$637,500.00	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 Reaistry. The cost represents 30% of the total cost
Declaration of Heirship Completed & Presented in Registry	\$510.00				for the task. Vendor may invoice 30% of the task once the Declaration of Heirship i presented to the Property Reaistry.
08: Sworn Statement ("Declaración Jurada")	\$25.00	3,000	EA	\$75,000.00	
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 tis value.	0.50%	500	EA	\$200,000.00	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")	\$2,850.00	200	EA	\$570,000.00	
10. Floor of Ownership Evidence to Joshiy (Expedience de Dominio)		otal Per U		\$4,828,655.00	

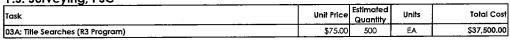
GENERAL MANAGEMENT AND ADMINISTRATION (R3 Program)

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	10	\$249.06	\$2,490.60
21 Months of Man	agement a	nd Admir	istration:	\$52,302.60

PER UNIT TASKS (R3 Program)

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

F.S. Surveying, PSC





Sub-Total Base Contract Cost (TC):	\$5,545,955.00
Sub-Total Base Contract Cost (R3):	\$89,802.60
Sub-Total Base Contract Cost (All Programs):	\$5,635,757.60

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 Toriffs and Internal Revenue Stamps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heirship will have a Toriffs 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.	\$5,000.00	
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.	\$2,724,490.00	

ADDITIONAL SERVICES

Task	Unit	Unit Price	Notes
Special Appraisals ("Narrativa")	Each	\$575.00	
Additional Land Survey Services			
Land Surveyor	Hours	\$95.00	
Surveyor-In-Training	Hours	\$70.00	
Draftsman	Hours	\$45.00	
Surveying Crew Member	Hours	\$30.00	
Additional Legal Title Clearance Services			
Attorney at Law	Hours	\$150.00	
Paralegal	Hours	\$60.00	
Additional Title Specialist Services			
Title Clearance Specialist	Hours	\$48.00	
Title Searches Updates	Each	\$45.00	
Notarized Services (Protocolizacion for Power of Attorney granted outside of Puerto Rico)	Each		Service will not require a Request for Approval Form to be provided.
Gift Certificate of Release from the Treasury Department	Each		Service will not require a Request for Approval Form to be provided.





ATTACHMENT H CONTRACTOR CERTIFICATION REQUIREMENT F.S. SURVEYING, LLC

- 1. Contractor (or Subrecipient) Certification Requirement:
- 1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:
 - a. Partners Legal Solutions, PSC
 - Legal Services Provider, contractual terms and conditions based on 2020-DR0019 contract, as related.
 - Sub contract amount based on unit prices per completed task as per Compensation Schedule from PRDOH contract.
 - b. LR Tasadores / Luis Rolón
 - Appraisals Services Provider, contractual terms and conditions based on 2020-DR0019 contract, as related.
 - 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

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.



the benefit of such person in connection with the contract (such as the execution of a subcontract with the 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.

The above certifications shall be signed <u>under penalty of perjury</u> 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: Ternando Sontiago Position: President





ATTACHMENT I NON-CONFLICT OF INTEREST CERTIFICATION

F.S. SURVEYING, LLC

The CONTRACTOR certifies that:

- 1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
- 2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value.
- 3. No public servant (s) requested or accepted any good of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment.
- 4. No public servant has requested from me, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, business, or entity, something of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity.
- 5. I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

Signature 12 Date

Fernando Santiago Rosario President

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

Printed Name

Position

Amendment F Contract No. 2020-DR0019

Final Audit Report

2023-01-10

Created:

2023-01-09

Ву:

Arleene Rodríguez (amrodriguez@vivienda.pr.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAA0XrMPQr11KWGqVqcPHwzXbCOpChk6j1u

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- Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez 2023-01-10 5:06:40 PM GMT
- Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
 Signature Date: 2023-01-10 5:06:42 PM GMT Time Source: server
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