Amendment E



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

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

Contract No. 2020-DR0021 Amendment E Contract No. 2020-DR0021E



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THIS <u>AMENDMENT E</u> to AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES, (Amendment or Amendment E) is entered into in San Juan, Puerto Rico, this <u>27</u> of <u>April</u>, 2023, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Department of Housing Governing Act", with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **DEVAL, LLC** (CONTRACTOR), with principal offices in 1231 Greenway Dr. Suite 200, Irving, Texas, United Sated, 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 dated April 22, 2021, 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-DR0021, 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 (Agreement).

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 Attachment C (Scope of Work) and Attachment D (Compensation Schedule) to include the task of temporarily preparing a certain quantity of Title Searches 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). The termination date of the Agreement was not changed by Amendment A.

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 Attachment C (Scope of Work) and Attachment D (Compensation Schedule) to include notary services to legalize Power of Attorney granted outside of Puerto Rico and include services to acquire certificates of release from the Puerto Rico Department of Treasury for donation deeds to be registered in the Puerto Rico 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 included as an attachment to the

Agreement. The termination date of the Agreement was not changed by Amendment B.

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 replace **Attachment D** (Compensation Schedule) to redistribute funds towards the allowances and the R3 Program. Amendment C had no impact on the Agreement's overall budget or termination date.

WHEREAS, on September 21, 2022, the Agreement was amended through Amendment D, registered as Contract No. 2020-DR0021D, to modify certain sections of the Agreement, and replace Attachment C (Compensation Schedule) and Attachment H (Contractor Certification). The Agreement's duration was increased to fourteen (14) months, with the new termination date being December 11, 2023. The overall budget of the Agreement was unaffected by Amendment D.

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.

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

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 CLAUS

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 Articles III and IV of this Amendment E. All other provisions of the original Agreement, including its exhibits, shall continue to be in full force and effect.

III. SCOPE OF THE AMENDMENT

In consideration of the Title Clearance Program's needs and the CONTRACTOR's performance and expenses observed thus far, funds shall be redistributed from different tasks to the 'Allowance for Additional Services'. To help cover the costs for unforeseen tasks in the Program, funds will be reallocated to the 'Allowance for Additional Services' from tasks that have not experienced the expected activity rate. Furthermore, to ensure sufficient funds are in place to cover the costs for the 'Title Searches' unit tasks in both the Title Clearance Program and the R3 Program, funds will be reallocated from the tasks that have not experienced the expected activity rate. Finally, to cover the costs for 'General Management and Administration' for the R3 Program, funds will be reallocated from the 'Allowance for Additional Services'. Accordingly, the following changes are being incorporated: (1) to help cover the costs for unforeseen tasks in the Title Clearance Program, funds will be reallocated to the 'Allowance for Additional Services' from tasks that have not experienced the expected activity rate; (2) to ensure sufficient funds are in place to cover the costs for the Title Searches unit task in both the Title Clearance Program and the R3 Program, funds will be reallocated from tasks that have not experienced the expected activity rate; (3) to assure sufficient funds are in place to cover the costs for 'Segregation Plans, Property Plot Plans, and Descriptions' of unit tasks in the Title Clearance Program, funds will be reallocated from the 'Additional Services Allowance'; (4) to ensure sufficient funds are in place to cover the costs for General

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Management and Administration for the R3 Program, funds will be reallocated from the 'Additional Services Allowance'; and (5) the 'Allowance for Additional Services' after the amendment will be FOUR MILLION TWO HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$4,261,360.00).

Attachment D (Compensation Schedule) is being replaced by an updated version of this attachment. Additionally, an updated version of **Attachment H** (Contractor Certification) will be included, and a new attachment identified as **Attachment I** (Non-Conflict of Interest Certification) will be added as a reference to the Agreement.

IV. AMENDMENTS

- Attachment D (Compensation Schedule) of the Agreement is being replaced by a modified Attachment D (Compensation Schedule) hereto incorporated by reference into the Agreement. Accordingly, the following changes are being incorporated: (1) to help cover the costs for unforeseen tasks in the Title Clearance Program, funds will be reallocated to the 'Allowance for Additional Services' from tasks that have not experienced the expected activity rate; (2) to ensure sufficient funds are in place to cover the costs for the Title Searches unit task in both the Title Clearance Program and the R3 Program, funds will be reallocated from tasks that have not experienced the expected activity rate; (3) to assure sufficient funds are in place to cover the costs for 'Segregation Plans, Property Plot Plans, and Descriptions' of unit tasks in the Title Clearance Program, funds will be reallocated from the 'Additional Services Allowance'; (4) to ensure sufficient funds are in place to cover the costs for General Management and Administration for the R3 Program, funds will be reallocated from the 'Additional Services Allowance'; and (5) the 'Allowance for Additional Services' after the amendment will be FOUR MILLION TWO HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$4,261,360.00). (See Attachment I).
- B. The Parties agree to include a new Paragraph O in Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS as follows:
 - **O.** 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 and CDBG-MIT-funded projects, activities, and/or operations.
- **C.** 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 Attachment II).
- **D.** Attachment I (Non-Conflict of Interest Certification) of the Agreement is being replaced by a modified Attachment I (Non-Conflict of Interest Certification) hereto incorporated by reference into the Agreement. (See Attachment III).

V. 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.

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VI. 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.

VII. 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.

VIII. 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, under Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

IX. 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 concerning the Agreement.

XI. 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.

XII. COUNTERPART

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.

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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 (Apr 27, 2023 10:58 EDT)

William O. Rodríguez Rodríguez, Esq. Secretary Deborah Garcia Gratacos
Deborah Garcia Gratacos (Apr 26, 2023 12:15 EDT)

Deborah García-Gratacós President

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Revised Compensation Schedule for Amendment E

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 |
| 26 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 | | EA | | | |
| Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas) | \$725.00 | 1 | EA | | For calculating the Total Cost it is assume | |
| Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas) | \$750.00 | 350 | EA | \$262,500.00 | that all task quantities are for Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 | |
| Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas) | \$850.00 | 1 | EA | | cuerdas) | |
| 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 | | EA | | | |
| Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas) | \$1,000.00 | | EA | | For calculating the Total Cost it is assumed | |
| Lots/Parcels 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 | | EA | | cuerdas) | |
| Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas) | \$1,200.00 | | EA | 1 | | |
| 01.C: Segregation Plan, Properties Plot Plan and Descriptions | \$850.00 | 135 | EA | \$114,750.00 | | |
| 01.D: Parcel Grouping Survey, Plot Plan, and Property Description | \$850.00 | 50 | ĘA | \$42,500.00 | | |
| 01.E: Filing of Registration Plans with OGPe/Municipality | \$1,050.00 | 250 | EA | \$262,500.00 | Filing fees required in excess of \$100 will be submitted for reimbursement. | |
| 02: Appraisals | \$415.00 | 400 | EA | \$166,000.00 | | |
| 03: Tifle Searches | \$115.00 | 2,575 | EA | \$296,125.00 | | |
| 04: Property Title Certifications ("Certificaciones Registrales") | \$225.00 | 150 | EA | \$33,750.00 | | |
| 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 | 100 | EA | \$148,000.00 | 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 Realstry. The cost represents 30% of the total cost | |
| Declaration of Heirship Completed & Presented in Registry | \$444.00 | | | | for the task. Vendor may invoice 30% of the task once the Declaration of Heirship is presented to the Property Reaistry | |
| 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% | 125 | EA | \$75,000.00 | 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 | 30 | EA | \$40,500.00 | | |
| | | otal Per U | nit Tasks: | \$1,875,225.00 | | |

GENERAL MANAGEMENT AND ADMINISTRATION (R3 Program)

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

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

Deval, LLC

| Manager | | 11 | 10 | \$132.30 | \$1,323.00 |
|---------|------------------|-----------|----------|------------|-------------|
| | 26 Months of Man | agement a | nd Admir | istration: | \$34,398.00 |

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 | 2,860 | EA | \$329,000.00 | |
| 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% | 1,742 | EA | \$1,568,500.00 | To calculate the lotal 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): \$2,256,249.00 Sub-Total Base Contract Cost (R3): \$2,237,198.00
Sub-Total Base Contract Cost (All Programs): \$4,493,447.00

CONTRACT ALLOWANCES

| CONTRACT ALLOWANCES | | |
|---|----------------|--|
| Allowance Title | Amouni | 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. | | 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 Starrips 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 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. | \$4,261,360.00 | 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 | | 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 CONTRACTOR CERTIFICATION REQUIREMENT DEVAL, LLC

- I. Contractor (or Subrecipient) Certification Requirement:
- 1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

(Name of individual or firm) DEVAL LLC

(Principal terms and conditions of the contractual relation and role of the subcontractor)

Terms of contract: Fixed price and Time and Material. Name of Subcontractor: Cancio, Covas and Santiago

(Amount of proposed contract payable to each subcontractor)

Not to exceed: \$1,000,000

- 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.
- 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





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.

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 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. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: _____Department of Housing Puerto Rico (PRDOH)

 Contractor also 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.
- 7. 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."

| Ву: | Signature: _ | Morr |
|-----------|--------------|------|
| Position: | | |

Date: <u>April 11, 2023</u>

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.

Contractor Certification Requirement CDBG-DR/MIT Page 3 / 3

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ATTACHMENT I NON-CONFLICT OF INTEREST CERTIFICATION

DEVAL, 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.
- 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.
- 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.

| "I hereby certify under penalty of perjury the correct." | nat the foregoing is complete, true, and |
|--|--|
| Signature | April 11, 2023 Date |
| Deborah Garcia Gratacos Printed Name | CEO Position |

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AMENDMENT E DEVAL

Final Audit Report 2023-04-27

Created:

2023-04-25

By:

Radames Comas Segarra (rcomas@vivienda.pr.gov)

Status:

Signed

Transaction ID:

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- Signer dgarcia@deval.us entered name at signing as Deborah Garcia Gratacos 2023-04-26 - 4:15:42 PM GMT
- Document e-signed by Deborah Garcia Gratacos (dgarcia@deval.us)

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- Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez 2023-04-27 2:58:08 PM GMT
- Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
 Signature Date: 2023-04-27 2:58:10 PM GMT Time Source: server
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