



## AMENDMENT G

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

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

Contract No. 2020-DR0019  
Amendment G Contract No. 2020-DR0019G



This **AMENDMENT G TO AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES (Amendment G or Amendment)** is entered in San Juan, Puerto Rico, this 14 day of September, 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 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 its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico; and **F.S SURVEYING LLC (CONTRACTOR)**, with principal offices in Bo. Cañas Road #1 KM 28.5 Caguas, 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 Corporate Resolution dated March 29, 2021, collectively, the "**Parties**".

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#### 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 Number 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 Home Repair, Reconstruction, or Relocation Program (**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 Department of Treasury for donation deeds to be registered in the Property Registry. Furthermore, a new attachment named **Attachment H** (Contractor Certification) was included to the Agreement. The

total budget amount increased to **nine million three thousand five hundred seven dollars with 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, and amend **Attachment D** (Compensation Schedule) to add an additional fund of (\$211,490.00), 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. Amendment D did not modify the total budget of the Agreement.

**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 the Agreement to **twelve (12) months**, ending on **September 15, 2023**. Amendment E did not modify the total budget of the Agreement.

**WHEREAS**, the Agreement was amended on January 10, 2023 through Amendment F, registered as Contract No. 2020-DR0019F, to modify and amend certain terms of the Agreement, amend **Attachment D** (Compensation Schedule), **Attachment H** (Contractor Certification), and include a new attachment named **Attachment I** (Non-Conflict of Interest Certification). The budget and term of the Agreement remained the same.

**WHEREAS**, it is the intention of the Parties that this Amendment 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**, each party represents that the person executing this Amendment 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 CLAUSE**

The information included in this Amendment G 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 G. All other provisions of the original Agreement, including its attachments, shall continue to be in full force and effect.

## **III. SCOPE OF THE AMENDMENT**

The PRDOH has agreed to alter the Agreement in order to prolong the term of the Agreement until December 31, 2023, and to allocate funds from other tasks to the Contract's General Management and Administration Budget. This is based on the Program's requirements and the CONTRACTOR's performance thus far. As a result, **Attachment D** (Compensation Schedule) will be updated. The overall budget of the Agreement is unaffected by this Amendment G. Finally, Amendment G also modifies **Attachment H** (Contractor Certification) and **Attachment I** (Non-Conflict of Interest Certification).

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#### IV. AMENDMENTS

- A. The Parties agree to replace **Article II. TERM OF THE AGREEMENT, Paragraph A** as follows:

**A.** *This Agreement shall be in effect and enforceable between the Parties from the date of its execution. This Agreement's term will be extended until **December 31, 2023.***

- B. The Parties agree to replace **Article IV. COMPENSATION AND PAYMENT, Paragraph B** to include new account numbers as follows:

**B.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the terms of this Agreement, a maximum amount not to exceed **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND SIXTY CENTS (\$9,214,997.60); Account Numbers:** R01H08TCP-DOH-LM / 4190-10-000; R01H07RRR-DOH-LM/ 4190-10-000; r01h08tcp-doh-lm / 6090-01-000.

- C. The Parties agree to amend **Article XIX. SUBCONTRACTS** as follows:

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

- B. Specific Requirements:** All subcontracts shall contain provisions specifying:
- That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
  - That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
  - That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
  - That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
  - That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
  - All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

**C. Monitoring:** CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

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**D. Content:** CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

**E. Notification:** Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of the PRDOH CDBG-DR Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR funds, as well as any other subcontracts listed in **Attachment H** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXI of this Agreement that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

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- D. The Parties agree to amend and renumber Memorandum No. 2021-029, Circular Letter No. 013-2021 Article as **Article LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)** as follows:

**LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO):**

- A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** Th The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it does not have a contractual relationship with any entity of the Government of Puerto Rico, other than the PRDOH. The 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.*

D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

E. A revised **Attachment D** (Compensation Schedule) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment D** (Compensation Schedule). **Attachment D** will be updated to reflect a budget redistribution from various tasks to the Contract's General Management and Administration Budget. (**Attachment I** of this Amendment G).

F. A revised **Attachment H** (Contractor Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment H** (Contractor Certification). (**Attachment II** of this Amendment G).

G. A revised **Attachment I** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement and made part of the Agreement in place of the original **Attachment I** (Non-Conflict of Interest Certification). (**Attachment III** of this Amendment G).

**V. HEADINGS**

The titles to the paragraphs of this Amendment 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.

**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 Programs, 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

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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 to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### **X.ENTIRE AGREEMENT**

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

#### **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.COUNTERPARTS**

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

#### **XIII.SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Amendment related to the following subjects shall survive the termination or expiration of this Amendment: 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 this Amendment shall so survive.

**SIGNATURES ON THE FOLLOWING PAGE**

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IN WITNESS THEREOF, the Parties hereto execute this Amendment G 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 14, 2023 19:34 EDT)  
**William O. Rodríguez Rodríguez, Esq.**  
Secretary

F.S.  
Fernando Santiago (Sep 14, 2023 12:08 EDT)  
**Fernando Santiago Rosario**  
President

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## Revised Compensation Schedule for Amendment G

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

Total Contract Amount: \$9,214,997.60

### 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
Contract Budget for Management and Administration:				\$819,900.00

### PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
<b>01: Land Surveyors</b>					
<b>01.A: Land Survey, Plot Plan, and Property Description</b>					
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$575.00	1,500	EA	\$1,125,000.00	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)	\$650.00		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)	\$1,750.00		EA		
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$2,200.00		EA		
<b>01.B: Boundary Determination Survey (Just Fieldwork)</b>					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,100.00	150	EA	\$180,000.00	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)	\$1,100.00		EA		
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,200.00		EA		
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,400.00		EA		
Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$2,250.00		EA		
<b>01.C: Segregation Plan, Properties Plot Plan and Descriptions</b>	\$700.00	578	EA	\$404,600.00	
<b>01.D: Parcel Grouping Survey, Plot Plan, and Property Description</b>	\$1,250.00	150	EA	\$187,500.00	
<b>01.E: Filing of Registration Plans with OGPe/Municipality</b>	\$550.00	450	EA	\$247,500.00	Filing fees required in excess of \$100 will be submitted for reimbursement.
<b>02: Appraisals</b>	\$346.87	1,500	EA	\$520,305.00	
<b>03: Title Searches</b>	\$75.00	3,000	EA	\$225,000.00	
<b>04: Property Title Certifications ("Certificaciones Registrales")</b>	\$75.00	1,500	EA	\$112,500.00	
<b>05: Petitions to Registry ("Instancias")</b>	\$550.00	375	EA	\$206,250.00	
<b>06: Notarial Act ("Acta Notarial")</b>	\$500.00	275	EA	\$137,500.00	
<b>07: Declaration of Heirship ("Declaratoria de Herederos")</b>					
Declaration of Heirship 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 Heirship is duly executed and pending presentation at the Property Registry.
Declaration of Heirship Completed & Presented in Registry	\$510.00				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.
<b>08: Sworn Statement ("Declaración Jurada")</b>	\$25.00	3,000	EA	\$75,000.00	
<b>09: Notarial Deeds ("Escritura Pública")</b> 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.	0.50%	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 Proposer as established by law.
<b>10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")</b>	\$2,850.00	164	EA	\$467,400.00	
Total Per Unit Tasks:				\$4,726,055.00	

### 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 Management and Administration:				\$52,302.60

### PER UNIT TASKS (R3 Program)

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# Revised Compensation Schedule for Amendment G

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

F.S. Surveying, LLC

Task	Unit Price	Estimated Quantity	Units	Total Cost
03A: Title Searches (R3 Program)	\$75.00	500	EA	\$37,500.00

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

## CONTRACT ALLOWANCES

Allowance Title	Amount	Notes
<b>Allowance for Tariffs, Internal Revenue Stamps or Seals, and Filing of Registration Plans with OGPe/Municipality:</b> 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.	<b>\$849,750.00</b>	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.
<b>Allowance for Tariffs Costs:</b> 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.	<b>\$5,000.00</b>	
<b>Allowance for Additional Services:</b> 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.	<b>\$2,724,490.00</b>	

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## ADDITIONAL SERVICES

Task	Unit	Unit Price	Notes
<b>Special Appraisals ("Narrativa")</b>	Each	\$575.00	
<b>Additional Land Survey Services</b>			
Land Surveyor	Hours	\$95.00	
Surveyor-In-Training	Hours	\$70.00	
Draftsman	Hours	\$45.00	
Surveying Crew Member	Hours	\$30.00	
<b>Additional Legal Title Clearance Services</b>			
Attorney at Law	Hours	\$150.00	
Paralegal	Hours	\$60.00	
<b>Additional Title Specialist Services</b>			
Title Clearance Specialist	Hours	\$48.00	
<b>Title Searches Updates</b>	Each	\$45.00	
<b>Notarized Services (Protocolizacion for Power of Attorney granted outside of Puerto Rico)</b>	Each	\$300.00	Service will not require a Request for Approval Form to be provided.
<b>Gift Certificate of Release from the Treasury Department</b>	Each	\$550.00	Service will not require a Request for Approval Form to be provided.



# ATTACHMENT H

## CONTRACTOR CERTIFICATION REQUIREMENT

### F.S. SURVEYING, LLC

#### I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract<sup>1</sup> is (are) the following:

##### a) Partners Legal Services, PSC

-Legal Services Provider, contractual terms and conditions based on 2020-DR0019 contract, as related.

-Subcontract amount based on unit prices per completed tasks 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.

-Subcontract amount based on unit prices per completed tasks as per Compensation Schedule from PRDOH contract.

2. Neither the Contractor (or subrecipient) nor any of its owners<sup>2</sup>, partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>3</sup> 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.

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

<sup>2</sup> 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.

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

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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 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: PUERTO RICO DEPARTMENT OF HOUSING.<sup>4</sup> The 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 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

Signature:



Position: PRESIDENT

Date: 8/16/2023

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<sup>4</sup> 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.



## 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.

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

Signature

8/16/2023

Date

FERNANDO SANTIAGO ROSARIO

Printed Name

PRESIDENT

Position