

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

**AMENDMENT B TO THE AGREEMENT FOR  
TITLE CLEARANCE SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
FS SURVEYING LLC**  
Contract No. 2024-DR0022  
Amendment B Contract No. 2024-DR0022B



  
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This **AMENDMENT B TO AGREEMENT FOR TITLE CLEARANCE SERVICES**, (**Amendment** or **Amendment B**) is entered into in San Juan, Puerto Rico, this 12 day of MAY, 2025, 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 Ciary Y. Pérez Peña, of legal age, single, and resident of Las Piedras, Puerto Rico, in her capacity as Secretary; and **FS SURVEYING LLC (CONTRACTOR)**, with principal offices in Villa 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, and resident of Aibonito, Puerto Rico duly authorized by Corporate Resolution issued on August 23, 2024, collectively, the **Parties**.

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on October 16, 2023, the PRDOH and the CONTRACTOR entered into an Agreement for **Title Clearance Services**, registered under Contract No. 2024-DR0022, for a maximum amount not to exceed **SIX MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND THIRTY CENTS (\$6,417,966.30)**; from **Account Number: r02h08tcp-doh-lm 4190-10-000/r02h08tcp-doh-lm 6090-01-000**, ending on **October 15, 2026 (Agreement)**.

**WHEREAS**, on September 4, 2024, the Agreement was amended through Amendment A, registered as Contract No. 2024-DR0022A, to reallocate funds, directing **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)**, to the Allowance for Additional Services, for a new sub-total Base Allowance for Additional Services of **NINE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$975,880.00)**. Furthermore, **Attachment C** (Compensation Schedule) was modified to reflect the reallocation. Also, updated versions of **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement), and **Attachment H** (Non-Conflict of Interest Certification) were included in **Amendment A**. All other provisions, including the budget, remain unaltered.

**WHEREAS**, as per Article XL of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

**WHEREAS**, this Amendment B 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.

**WHEREAS**, the Parties wish to amend the Agreement, as amended, and become subject to the terms of the Agreement, as amended, and this Amendment B.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

**TERMS AND CONDITIONS**

**II. SAVINGS CLAUSE**

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

**III. SCOPE OF AMENDMENT**

The PRDOH Title Clearance Program identified the need to reallocate funds, directing **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)** to the Allowance for Additional Services under the terms of the existing agreement. Following this reallocation, the new Sub-total Base Allowance for Additional Services is **ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,575,880.00)**. The reallocation is deemed necessary based on a thorough assessment of the program’s evolving needs, the vendor’s satisfactory performance, and the expenses incurred to date. It is expected that this reallocation will provide the necessary flexibility to adapt to changing needs and continue delivering high-quality services to the beneficiaries.

Furthermore, the Parties agreed to amend **ARTICLE XII. TERMINATION, ARTICLE XX. NOTICES, ARTICLE XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES, and ARTICLE XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS.**

  
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Lastly, Amendment B includes updated versions of **Attachment C** (Compensation Schedule) to reflect the changes resulting from the budgetary allocations, **Attachment G** (Contractor Certification), and **Attachment H** (Non-Conflict of Interest Certification). All other provisions, including the term, remain unaltered.

#### IV. AMENDMENTS

- A. The Parties agree to amend **Article XII. TERMINATION**, Paragraph G, as follows:

*G. Period of Transition: Upon termination or expiration of this Agreement, and for one hundred and eighty (180) calendar days, with the option of extending for two (2) additional terms of ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Transition Services Agreement for the Transition Period must be in writing, signed by both Parties, and executed before the expiration of this Agreement. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.*

- B. The Parties agree to amend **Article XXVIII. CDBG-DR/MIT POLICIES AND PROCEDURES** as follows:

*In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program-specific and general policies and procedures, which may include but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures in*



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*accordance with the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.*

- C. The Parties agree to update PRDOH's information to amend **Article XX. NOTICES** as follows:

To: PRDOH

Ciary Y. Pérez Peña

Secretary

Puerto Rico Department of Housing

606 Barbosa Ave.

Juan C. Cordero Dávila Bldg.

San Juan, PR 00918

- D. The Parties agree to amend **Article XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS** as follows:

A. Consolidation or Merger

*In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH Legal Division at [contractscdbgdr@vivienda.pr.gov](mailto:contractscdbgdr@vivienda.pr.gov) **at least fifteen (15) days** prior to the effective date of the consolidation or merger. The notice shall include, but not be limited to, a description of: the expected effective date of the consolidation or merger; the name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Work or Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.*

*Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not be limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other*

information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

**B. Change of Name**

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH Legal Division at [contractscdbgdr@vivienda.pr.gov](mailto:contractscdbgdr@vivienda.pr.gov) **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of: the expected effective date of the change of name; the proposed name; notify about inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before-mentioned conditions may result in the activation of the termination clauses provided in the Agreement.

**C. Dissolution**

In the event that the signing party (e.g., Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH Legal Division at [contractscdbgdr@vivienda.pr.gov](mailto:contractscdbgdr@vivienda.pr.gov) **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not be limited to, a description of the expected effective date of the dissolution; and contact information of one or

  
Fernando Santiago

  
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*more of its directors, officials, or agents. Upon dissolution becoming effective and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for the performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement's termination.*

- E. **Attachment C** (Compensation Schedule) is being amended to redistribute **SIX HUNDRED THOUSAND DOLLARS (\$600,000.00)** to the Allowance for Additional Services for a new total of **ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,575,880.00)**. A revised **Attachment C** (Compensation Schedule) to reflect this redistribution is hereto incorporated by reference into the Agreement (**Attachment I** of this Amendment).
- F. A revised **Attachment G** (Contractor Certification Requirement) is hereto incorporated by reference into the Agreement (**Attachment II** of this Amendment).
- G. A revised **Attachment H** (Non-Conflict of Interest Certification) is hereto incorporated by reference into the Agreement (**Attachment III** of this Amendment).

## V. HEADINGS

The titles of 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/MIT Programs, and any other applicable laws. Further, the CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

  
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## **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/MIT Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the CONTRACTOR shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

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

## **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.

  
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**XII. COUNTERPARTS**

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Amendment is not executed by the PRDOH within **thirty (30) 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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.

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**FS SURVEYING LLC**

Ciary Y. Pérez Peña  
Ciary Y. Pérez Peña (May 12, 2025 14:33 EDT)

Ciary Y. Pérez Peña  
Secretary

Fernando Santiago  
Fernando Santiago (Apr 21, 2025 15:58 EDT)

Fernando Santiago Rosario  
President



COMPENSATION SCHEDULE  
Title Clearance Services  
Request for Proposals No. CDBG-DR-RFP-2022-07

The following section contains cost information that considers the quantity of resources, maximum hours, and rate per hour provided by the proposers for Title Clearance Services through their Negotiation Price Form (BAFO) in compliance with the Request for Proposals (RFP) CDBG-DR-RFP-2022-07.

FS Surveying LLC. for the total amount of \$6,417,966.30.

SERVICES CHARGED PER HOURLY RATES <sup>(1)</sup>				
Position	Qty. of FTE-equivalent resources needed [A]	Estimated Hours per month per resource [B]	Qty. of resources proposed [C]	Rate per hour [D]
Project Manager	1	80	1	\$ 340.00
Title Clearance Specialist <sup>(2)</sup>	5	160	5	\$ 68.00
Principal Attorney at Law-Notary Public	1	80	1	\$ 150.00
Associate Attorney at Law-Notary Public	1	80	1	\$ 115.00
Paralegal	1	80	1	\$ 75.00
SERVICES CHARGED PER UNIT <sup>(3)(4)</sup>				
Task	Qty. needed [A]		Notary Fee % [B]	
Notarial Deeds ("Escritura Pública")	1,500		0.5 %	
SERVICES CHARGED PER UNIT				
Task	Units per App. [B]	Base Unit Price (Applications 1 to 1,000)	Base Unit Price (Applications 1,001 to 3,000)	Base Unit Price (Applications ≥ 3,001)
		Unit price/ Fee [D]	Unit Price/ Fee [F]	Unit Price/ Fee [H]
Case Analysis	1	\$ 260.00	\$ 255.00	\$ 250.00
Land Survey Services:				
1. Land Survey, Plot Plan and Property Description	1			
Up to 600 sq.mt. (0.15 cuerdas)	1	\$ 850.00		
Over 600 sq.mt. and up to 1,200 sq.mt. (0.30 cuerdas)	1	\$ 1,100.00		
Over 1,200 sq.mt. and up to 2,000 sq.mt. (0.50 cuerdas)	1	\$ 1,350.00		
Over 2,000 sq.mt. and up to 7,860 sq.mt. (2.00 cuerdas)	1	\$ 2,100.00		
Over 7,860 sq.mt. and up to 11,790 sq.mt. (3.00 cuerdas)	1	\$ 2,650.00		

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2. Boundary Determination Survey (when subdivision of property is required)	1			
Up to 5,895 sq.mt. (1.50 cuerdas)	1	\$ 1,500.00		
Over 5,895 sq.mt. and up to 6,878 sq.mt. (1.75 cuerdas)	1	\$ 1,700.00		
Over 6,878 sq.mt. and up to 9,825 sq.mt. (2.50 cuerdas)	1	\$ 1,900.00		
Over 9,825 sq.mt. and up to 11,970 sq.mt. (3.00 cuerdas)	1	\$ 2,400.00		
Over 11,970 sq.mt. and up to 19,650 sq.mt. (5.00 cuerdas)	1	\$ 3,350.00		
3. Segregation Plan, Plot Land, and Property Descriptions	1	\$ 750.00		
4. Parcel and Grouping Survey, Plot Plan, and Property Description	1	\$ 1,000.00		
5. Filing of Registration Plans with OGPe/Municipality	1	\$ 1,200.00		
Appraisals	1	\$ 450.00		
Title Searches	1	\$ 115.00	\$ 115.00	
Title Search Updates	1	\$ 58.00		
Property Title Certification ("Certificaciones Registrales")	1	\$ 90.00		
Petition to Registry ("Instancia")	1	\$ 550.00		
Notarial Act ("Acta Notarial")	1	\$ 500.00		
Declaration of Heirship	1	\$ 2,125.00		
Sworn Statements	1	\$ 75.00		
Notarial Deeds Presentation to Property Registry	1	\$ 100.00		
Request of Notarial Deed Certified Copy	1	\$ 100.00		
Request of Certified Copies in Court	1	\$ 125.00		
Proof of Ownership Evidence to Justify ("Expediente de Dominio")	1	\$ 6,850.00		
Notary Services ("Protocolización") for Power of Attorney granted outside of Puerto Rico	1	\$ 300.00		
Certificate of release from the Department of Treasury	1	\$ 675.00		
Taking ("Expropiación forzosa de Propiedad") for prior and preparatory efforts of the Taking File and the complaint <sup>(5)</sup>	1			
"Usucapión" for prior and preparatory efforts and the filing of the complaint <sup>(6)</sup>	1			
Allowance		\$1,575,880.0		



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**The Cost Form notes will apply to all recommended distribution mentioned above.**

(1) Hourly Rates include overhead, profit, royalties, reimbursements, as well as any other additional fees, the cost of key personnel for the administration for the engagement and administrative costs applicable to the services. Additional fees and administrative costs considered taxes, fringe benefits, and travel expenses, among others. Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is less or more than that stated in the estimate. The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource. Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.

(2) The Selected Proposer(s) must have a combined total of three (3) resources for Title Clearance Specialists position available to commence work at the signing of the contract(s). The remaining estimated two (2) Title Clearance Specialist resources will be filled as needed.

(3) Quantities for tasks to be compensated at unit rates are estimates evaluated by the Program according to the Program needs. Tasks will be compensated at unit prices. The unit prices include overhead, staff, profit, royalties, reimbursable expenses, as well as any other additional fees or administrative costs applicable to the services requested. Each task is considered to be completed within a reasonable and established timeframe.

(4) The Selected Proposer will be compensated according to the fees for notarial services rendered, fixed pursuant Law No. 75 of July 2, 1987 (Law No. 75-1987), 4 L.P.R.A. § 2001, and the Puerto Rico Notarial Fees Act, Law No. 209 of December 8, 2015 (Law No. 209-2015).

(5) Prior and preparatory efforts of the Taking File and the complaint will be billed per unit. The subsequent process and/or stages will be billed per hour up to fifty (50) hours per case, after which the Selected Proposer must submit a Request for Authorization (RFA) to continue. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of this task.

(6) Prior and preparatory efforts and the filing of the complaint for “*usucapión*” will be billed per unit. The subsequent process and/or stages will be billed per hour up to fifty (50) hours per case, after which the Selected Proposer must submit a Request for Authorization (RFA) to continue. The Proposer will be

  
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responsible for the payment of any fees associated to the preparation and execution of this task.

(7) The allowance will be used for the following:

- a. 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 (including for Declaration of Heirship and notarial deed) and filing fees for Registration Plans with OGPe/ Municipalities in excess of \$100.00.
- b. For Additional Services. To be used for the compensation of any additional services as identified in the Scope of Services. Compensation will be at the hourly rates proposed by the Proposers. Additional services are: Land Surveyor Additional Tasks; Property Registry Tariffs and Internal Revenue Stamps for Declaration of Heirship; Property Registry Tariffs and Internal Revenue Stamps for Notarial Deeds; Additional Legal Tasks; and Excess hours for Taking and Usucapión cases.
- c. For Reimbursement of Costs. This applies in cases where the Proposer incurred in tariff, internal revenue stamp or seal costs, associated to necessary documents for tasks that could not be performed and billed. Internal Revenue Stamps and Seals for “Certificaciones negativas o acreditativas de testamento”, birth, marriage or death certificates, CRIM certifications, certified copies, “Asuntos No Contenciosos ante Notario”, that were requested to perform tasks included in the Scope of Services but were not completed because the Applicant did not continue in the Program or for some reason the case could not continue.
- d. For Tariff 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 \$100.00.

(8) The allowance will be distributed between the services and the Selected Proposer(s) as needed.

(9) For more information regarding the allowance, please refer to the Scope of Services.

**In case of discrepancy between the Price Form and this Compensation Schedule rate per hour and/or maximum hours per month, the Price Form will prevail.**

**END OF COMPENSATION SCHEDULE**

  
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# **ATTACHMENT G**

## **CONTRACTOR CERTIFICATION REQUIREMENT**

### **FS 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 2024-DR0022 contract, as related.
- Subcontract amount based on unit prices per completed tasks as per Compensation Schedule from PRDOH contract.

##### **b) DBA LR Tasadores / Luis Rolón**

- Appraisals Services Provider, contractual terms and conditions based on 2024-DR0022 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.
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

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<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.

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 (PRDOH).<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 ROSARIO

Signature: 

Position: PRESIDENT

Date: 4/3/2025

<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 III

# ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION **FS 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.

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."

Signature

4/3/2025

Date

FERNANDO SANTIAGO ROSARIO

Printed Name

PRESIDENT

Position