



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

**AGREEMENT FOR
TITLE CLEARANCE SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
FS SURVEYING LLC**



This **AGREEMENT FOR TITLE CLEARANCE SERVICES (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this 16 of October, 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 "Organic Act of Department of Housing" 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 Guaynabo, Puerto Rico, in his capacity as Secretary; and **FS SURVEYING LLC (CONTRACTOR)**, with principal offices in Bo. Cañas Road #1 KM 28.5 Caguas, Puerto Rico, herein represented by Fernando Santiago Rosario, in his capacity as President, of legal age, engineer, married, and resident of Aibonito, Puerto Rico duly authorized by Corporate Resolution issued on March 29, 2021.

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WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (**HUD**) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

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WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

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WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, on January 11, 2020, the Governor of Puerto Rico requested an expedited major disaster declaration from the President of the United States as a result of the continuous seismic activity on the Island. The President declared an emergency under the Stafford Act on January 7, 2020, which initially authorized assistance for emergency protective measures. On January 16, 2020, the President signed the major disaster declaration DR-4773-PR authorizing the Federal Emergency Management Agency (**FEMA**) to provide aid for Individual Assistance (**IA**) and Public Assistance (**PA**) in the designated areas, and Hazard Mitigation throughout Puerto Rico. Additionally, the major disaster declaration authorized Small Business Administration (**SBA**) Disaster Loans. Responsibility for PA administration was delegated to the Central Office of Recovery, Reconstruction, and Resiliency (**COR3**).

WHEREAS, on January 2021, HUD published the Federal Register Notice Vol. 86, No. 3 (January 6, 2021), 86 FR 569, which allocated a total of \$85,291,000 in CDBG-DR funds to multiple grantees appropriated by the Additional Supplemental Appropriations for Disaster Relief Act. The Commonwealth of Puerto Rico was allocated a total of \$36,424,000. As per the Federal Register 86 FR 569, the Municipalities of Guánica, Yauco, Guayanilla, and Ponce were the HUD-identified Most Impacted and Distressed (**MID**) areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence.

WHEREAS, on February 2022, HUD published the Federal Register Notice Vol. 87, No. 23 (February 3, 2022) known as Consolidated Notice, 87 FR 6364, which allocated a total of \$184,626,000 in CDBG-DR funds to Puerto Rico for major disaster declarations DR-4773-PR (2019-2020 Earthquakes Sequence) and other disasters. As per 87 FR 6364, the Municipalities of Guánica, Ponce, Yauco, Guayanilla, Peñuelas, Lajas, and Mayagüez were the HUD-identified MID areas, and these were required to be given funding priority in the recovery from the disasters caused by the 2019-2020 seismic sequence and other disasters.

WHEREAS, Public Law 115-123 requires HUD to allocate \$2 billion of CDBG-DR funds for the U.S. Virgin Islands and Puerto Rico to provide enhanced or improved electrical power systems in response to Hurricane María. First and Second Amendments to Grant Agreement between HUD and the Government of Puerto Rico prohibited the use of CDBG-DR funds for activities to enhance or improve electric power systems until after HUD published the Federal Register notice governing the use of these \$2 billion.

WHEREAS, on June 22, 2021, HUD published Federal Register Vol. 86, No. 117 (June 22, 2021), 86 FR 32681, which governs the use of the \$2 billion CDBG-DR allocation for enhanced or improved electrical power systems in Puerto Rico and the U.S. Virgin Islands. Of those \$2 billion, \$1,932,347,000 was allocated to Puerto Rico to enhance the Puerto Rico electrical power system.

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WHEREAS, based on this assessment, HUD notified Puerto Rico via 86 FR 32681 that for this allocation, all areas of the Island are considered most impacted and distressed.

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WHEREAS, the PRDOH is the grantee for the CDBG-DR and CDBG-MIT funds; as such, it serves as the entity responsible for administering the funds in compliance with applicable regulations and timeframes.

WHEREAS, the PRDOH is interested in contracting a firm to assist PRDOH with Title Clearance Services for the Title Clearance Program, CDBG-DR/MIT, CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements Programs and any other future federal funds allocations. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR/MIT related activities.

WHEREAS, on December 9, 2022, the PRDOH issued the Request for Proposal (**RFP**) No. CDBG-DR-RFP-2022-07 for Title Clearance Services. This request was placed through the "Registro Unico de Subastas del Gobierno" ("**RUS**") and the CDBG-DR/MIT Program website. Through this procurement process, the PRDOH received three (**3**) proposals. The proposals were evaluated by an Evaluation Committee appointed pursuant to Administrative Order No. 23-15 dated March 9, 2023. The Evaluation Committee performed an evaluation of the Proposals based on the criteria stated in the RFP.

WHEREAS, on February 22, 2023, FS SURVEYING LLC submitted a proposal which fully complied with the requirements set forth by the PRDOH in the RFP.

WHEREAS, the PRDOH desires to enter into an agreement with **FS SURVEYING LLC** to secure its services and accepts the CONTRACTOR's Proposal and reasonable costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on the **Attachment C** (Compensation Schedule) and as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

Attachment A	Proposal
Attachment B	Scope of Services
Attachment C	Compensation Schedule
Attachment D	Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **thirty (36) months**, ending on October, 15, 2026.
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twenty-four (24) months**, or expressed in days, **seven hundred and thirty (730) days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** of the Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software, and supplies necessary to perform the Services, at the CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment C** of this Agreement.
- B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **SIX MILLION FOUR HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND THIRTY CENTS (\$6,417,966.30)**; **Activity Code and Account: r02h08tcp-doh-lm 4190-10-000** and **r02h08tcp-doh-lm 6090-01-000**.

- C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment B, Attachment C** and **Attachment D**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**.
- G. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (**EFT**). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- H. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- I. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

“Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the

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government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A.** With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B.** Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from the closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

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- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR/MIT Personal Identifiable Information Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

- A.** The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

X. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, contractor, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.

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- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR's or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section may cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity, or otherwise.

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XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects, if applicable.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, if applicable, to:
1. repair or replace Deliverables that do not meet specifications;
 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. pay liquidated damages for any past due Deliverable; and
 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) calendar day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR/MIT Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of

amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) business days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the

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noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

G. Period of Transition: Upon termination of this Agreement, and for **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. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment B** and **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.
2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **fifty dollars (\$50.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **one thousand dollars (\$1,000.00)** established in this Contract between PRDOH and the CONTRACTOR, in

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accordance with **Attachment B** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) business days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XV. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E**. The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

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1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance**.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days'** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered. The CONTRACTOR may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

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XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

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The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) days**, without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

XVIII. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR's objectivity in performing the contract work may be impaired.

The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the

purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XIX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR's employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR's, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR's employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

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XX. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

William O. Rodríguez Rodríguez, Esq.
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

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To: CONTRACTOR

Fernando Santiago Rosario
President
FS Surveying LLC
PO Box 2075
Aibonito, PR 00705

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XXI. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XXII. SUBCONTRACTS

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:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. 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
- vi. 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.

- 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/MIT Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR/MIT funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications from the subcontractors listed in Article XXIII 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.

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment F** (HUD General Provisions), **Attachment G** (Contractor Certification Requirement) and following provisions:

- A. Compliance with Act No. 173:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act", 20 LPRA §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- B. Compliance with Executive Order No. 24:** Pursuant to Executive Order No.24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.
- C. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar

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warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

D. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of

Treasury: The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.

E. Social Security and Income Tax Retentions: The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

F. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish

acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.

G. Income Tax Withholding: The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

H. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPR § 1, et seq.: The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

I. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child

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support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

J. Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

K. Compliance with Act No. 1-2012, as amended, 3 LPRA § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

L. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, 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 her family unit, or for any other person, business or entity, some 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.

M. Ethics. CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

N. Non-Conviction. The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act No. 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

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3. It declares under oath the above mentioned in conformity with what is established as in Act No. 2 of January 2, 2018, as amended, known as the "Anti-Corruption Code for the New Puerto Rico", which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) business days** from the time of the conviction.

O. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

P. Consequences of Non-Compliance: The CONTRACTOR expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH all money received under this Agreement.

Q. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H (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.

XXIV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

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XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 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. Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the CONTRACTOR has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (**FOMB**) for Puerto Rico, effective as of November 6, 2017, as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

XXVI. 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.** 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.

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XXVII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONTRACTOR shall comply with all applicable Federal, state and local laws, rules, regulations, and policies relating to CDBG-DR/MIT and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.

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XXVIII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual for the CDBG-DR/MIT Program, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR/MIT Website (www.cdbg-dr.pr.gov), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXIX. SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

XXX.BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

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extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXXI.EQUAL OPPORTUNITY

- A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- D.** The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.** The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.** The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Exec. Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXXII.SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (**EPA**)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- e
- 3) CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable,

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consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);

- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIII. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees are convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXIV.SUSPENSION AND DEBARMENT

- A.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B.** The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

XXXV. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement.

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XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

XXXVII. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

XXXVIII. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXIX. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements, and/or understandings of any kind. This Agreement may be amended only by a written document signed by both PRDOH and the CONTRACTOR.

XL. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XLI. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XLII. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

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XLIII. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLIV. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Services (**Attachment B**), Performance Requirements (**Attachment D**) the Compensation Schedule (**Attachment C**), and lastly, the Proposal (**Attachment A**).

XLV. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS

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 a 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 **at least fifteen (15) business days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; 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 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.

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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 **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; 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 **at least fifteen (15) business days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or 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 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 termination.

XLVII. HEADINGS

The titles to the paragraphs of this Agreement 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 Agreement.

XLVIII. FEDERAL FUNDING

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

XLIX. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures.

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CONTRACTOR must refund such recaptured payments within **thirty (30) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

L. OVERPAYMENT

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

LI. SEVERABILITY

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

LII. COUNTERPARTS

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

LIII. SURVIVAL OF TERMS AND CONDITIONS

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

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

FS SURVEYING LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 16, 2023 09:48 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Fernando Santiago
Fernando Santiago (Oct 15, 2023 16:22 EDT)

Fernando Santiago Rosario
President

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PROPOSED PLAN OF ACTION/
WORK APPROACH

Project:

**TITLE CLEARANCE PROGRAM SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
CDBG-DR-RFP-2022-07
PUERTO RICO DEPARTMENT OF HOUSING**

Proposer:

F.S. Surveying, LLC./ DBA Grupo FSS

State Road PR 798, km 0.1 Interior

Rio Cañas Ward

Caguas PR, 00725

PO Box 2075, Aibonito, PR 00705

Tel. 787-746-5039

Email- fsantiago@fssurv.com

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PROPOSED ACTION PLAN/WORK APPROACH

FS Surveying (FSS) has distinguished itself for offering innovative solutions under a centralized structural organization focused on two main principles: efficiency and economy. Responsibilities are distributed among individuals who possess the necessary experience and expertise to ensure that effort and attention are focused on each required task with a concise and clear goal. Each Subject Matter Expert (SME) will be responsible and accountable for their assigned portion of the project, overseen by one manager. FSS has developed and established processes to streamline the workflow ensuring maximum efficiency and cost-effectiveness under the existing contract. Moreover, FSS continuously strives to identify opportunities to increase efficiency, and therefore cost-effectiveness.

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Provide a brief description of your organization's previous experience in legal and notarial services, land surveying, property appraisal, title investigation services, preparation and filing of legal documents regarding land and property, title searches, eminent domain and/or acquisitive prescription, among other related services. What specific challenges were presented in each engagement, and what do you consider some of your successes?

As a registered corporation, FSS has been offering professional services since 2003, concentrated in the engineering field, particularly in Land Surveying matters. With over 20 years of experience as a company, FSS staffs two inhouse Professional Land Surveyors, five graduate Land Surveyors and six field crews, responsible for providing all types of related services at the highest quality standards, serving the private and public sectors, including services under PRDOH (CDBG-DR-2018-07). FSS has united with respected professionals as SMEs to meet the needs of this Procurement: Partners Legal Services, PSC (PLS), and Luis Rolón, Professional Appraiser (LR) and JMR Title, Inc. (JMR), between others. PLS is a recognized and highly respected law studio with considerable experience in the real estate industry. It has consistently provided legal and notarial services to financial industry leaders, and the real estate industry for the last 15 years. Its services include title investigation, drafting and private and public instruments regarding land and property, title correction, Property Registry matters, eminent domain, title justification (“expedients de dominio”) and/or acquisitive prescription, among others. Luis Rolón is a highly

respected appraiser, who has served local financial industry leaders and real estate agencies for over 10 years, performing commercial and residential appraisal reports, among others. JMR, thru their Principal, Jacqueline Martinez Romero is a prestigious company, their experience is of 20 years in the practice of law and notary services through the banking and mortgage industry in Puerto Rico. FSS has partnered and developed a seamless workflow with all SMEs over the past 3 years to fulfill the legal and appraisal services requirements and specifications under the present contract. FSS, PLS, LR and JMR have overcome challenges during the past years, mostly related to staff shortages, mainly due to the fact that all companies are run by their owners – all respected professionals in their fields – who have the tools, credibility among their colleagues, and also the drive to make their companies successful. As a result, all firms are solidly performing and able to handle any workload. Our performance under the present title clearance contract and our ability to overcome staff shortages with no significant setbacks to our performance is an achievement in which we pride ourselves.

Discuss your firm's experience and ability to provide necessary services with the purpose of obtaining a title clearance on an as-needed basis, as specified in the Scope of Services. Please provide a level of depth to your explanation to help us ascertain your firm's strength in performing the required services.

FSS has evolved over time to diversify and expanded into other fields, such as General Contractors, and more recently being a current provider of CDBG-DR-2018-07 Title Clearance Program (TCP). Performing under the latter over the course of the past three years has provided us with the experience to develop a full set of capabilities specifically targeted to this Procurement. Title clearance cases generally require a combination of tasks in different fields of work: mostly field tasks regarding physical condition of a property, tasks regarding a determination of property value, and legal/notarial tasks regarding the legal condition of a property and filing for title. As stated above, FSS provides with top professionals in all areas to ensure that these tasks are performed in a way that title can be filed and recorded successfully for the property owner(s). While FSS leads all tasks related to the physical conditions of the property, LR is in charge of determining property values, and PLS perform and complete all tasks related to legal, notarial and title filing services with the assistance of JMR as Title Investigators. Additionally, FSS oversees the Management of the Program, while also performing land surveying services. FSS has established a workflow with

its SMEs that has proven to be effective and efficient under the current title clearance contract with an outstanding performance. The combined professional experience of all four companies, as well as their targeted experience under the present contract, practically guarantees similar performance results in tasks related to this Procurement.

Over the past three years we have fine-tuned processes to evaluate referred cases, study available documents and information, carry out Participant interviews and orientation, establish an action plan for each case (based upon the case analysis), compile additional required documentation, efficiently distribute the tasks mentioned above, conduct Participant follow-up, authorize the execution of deeds, and file for title in the Property Register. We also assign available staff to assist Participants throughout the process, given that most lack resources, knowledge or tools to handle court and/or government agency matters on their own. Most Participants require assistance!

TCP – just as Title Clearance Services – is a particularly challenging public program given the diversity and complexity of cases, as well as the large volume of work. Often tasks need to be performed and completed simultaneously, while adapting to ever-changing circumstances in a large number of cases. Our team (FSS/PLS/LR/JMR) of four capable small-medium sized companies have been working in unison to handle great workloads and make decisions regarding the assigned tasks in an independent fashion, as their owners are hands-on handlers with no need to consult external resources in order to make decisions swiftly. **Instant availability** of all four owners and open lines of communication have been key elements to our proven success.

The Proposer's overall plan for implementing and coordinating all services listed in Scope of Services. Describe the required activities for each service, the deliverables resulting, and the timeframes for the performance of the services.

Overall implementation plan: As in any other project, organization or program, management is the starting point. Organization of all resources, equipment and facilities is imperative for development and implementation. Given that the main purpose of this Program is to obtain and record property title for participants, the main scope of services is legal, and the position of Principal Attorney at Law will be responsible for managing the legal part of each case. This will

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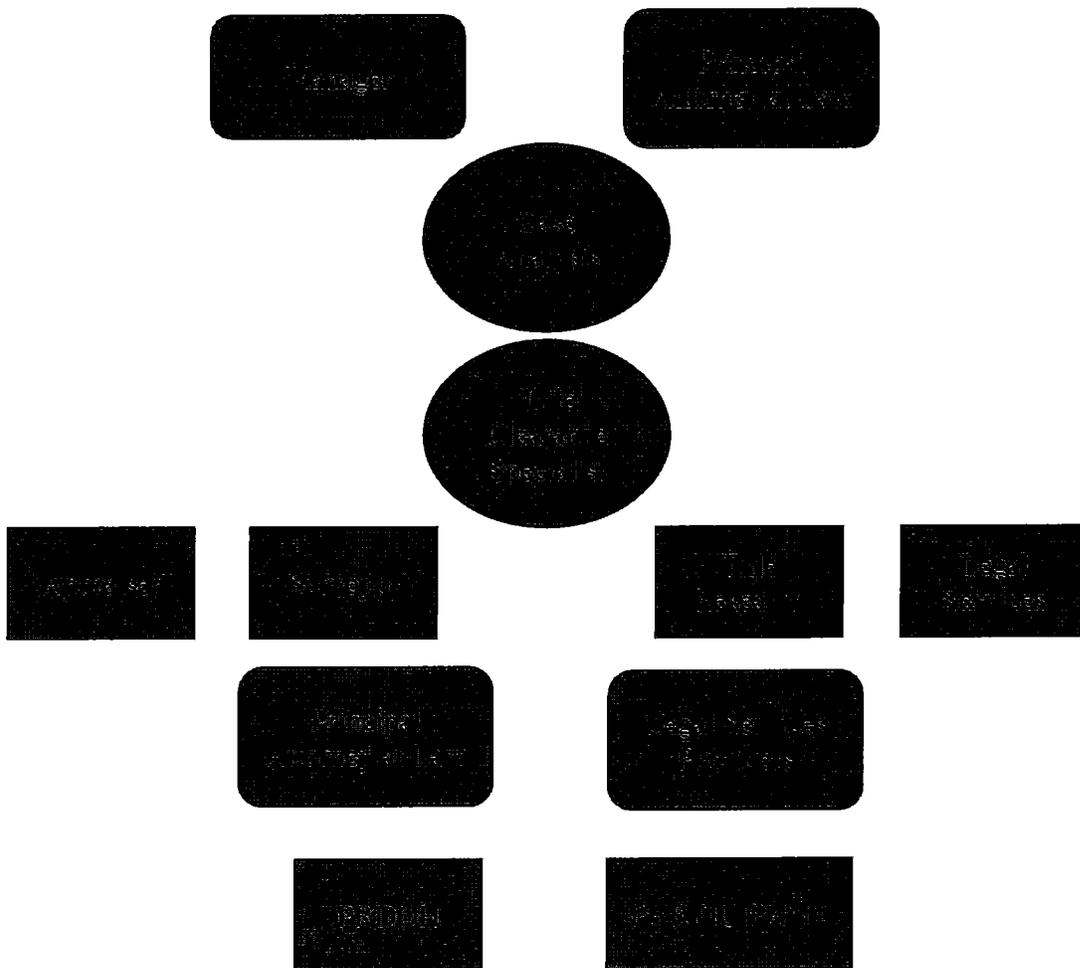
require legal advice in case analysis to determine the correct course of action, and manage legal task progression until achieving objectives. Planning and communication are key. An efficient workflow will allow us to map out the progress of the program from beginning to end, helping speed up the approval process and reduce errors that prevent our team from working swiftly and cost-effectively.

- **Waterfall Sequential Method** - This program has a sequential order to follow, and therefore a traditional Waterfall sequential method has been selected. While the sequence may vary in some instances, the method provides alternatives to enable task flows. As a result, is not necessary to overcomplicate the program management process with sophisticated methods that may compromise efficiency and effectiveness.

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Basic Sequence Approach



Title Clearance Services program Implementation Plan: Since PRDOH currently uses the web based system called Canopy to manage the Program, all our main staff has and will need direct access to it to help facilitate flow and work independently.

. Case by case evaluation- Once the PRDOH refers to the case, Principal Attorney together with the group of SME will complete a case evaluation (Case Analysis task, per Scope of Services). Cases are then divided by complexity to establish priorities, define the course to follow, tasks needed to be completed, and assignment to Title Clearance Specialists for follow up. Given the specialized legal analysis required for this task, we consider necessary all Title Clearance Specialists to be Attorneys at Law (same as today) to perform this position. This tasks represents our strongest quality, the convenience of having in-house all critical personnel, and Subject Matter Experts, working in unison and sharing their expertise and knowledge without adding costs or complexity to the program.

Most cases will generally fall within the following tendencies:

- Eminent Domain (“Expropiaciones”)
- Community Property Assets Liquidation (“Liquidación Comunidad de Bienes Gananciales”)
- Recording of heirship rights (“Inscripción de derechos hereditarios”)
- Gift / Donations (“Cesiones/ Donaciones”)
- Justification of title (“Expediente de dominio”)
- Adverse Possession (“Usucapión”)
- Technical services such as Appraisals and/or Land Surveys, among others

Title Clearance Specialists, mostly lawyers, will confirm preliminary evaluation (Case Analysis) based on interviews and analysis of available documents, provide a full orientation to Participants, request and collect all documents, evidence or information necessary to initiate the process and related tasks. Following is a list of some of the information generally necessary to initiate the process (as applicable):

- Copy of Deeds and registry data regarding subject property (alternatively, electric service bill including property locator)
- Evidence of either Declarations of Heirship or Wills
- Divorce decrees/Divorce Deed (when executed before a notary)
- Asset Division Agreements
- Property Registry Certifications / Title Searches

- Birth Certificates, Death Certificates, Marriage Certificates, Negative Certifications regarding Wills, Negative Certifications of Non-contentious Proceedings (for Declarations of Heirship proceedings)
- Existing Certified Survey Plans and Resolutions (Permits)
- Powers of Attorney
- Among others, according to case circumstances

Depending on the information gathered, the Title Clearance Specialists will assign applicable tasks to Title Investigators, Lawyers, Appraisers and Land Surveyors, deploying staff and resources as applicable to complete assigned tasks, based on Scope of Work and program regulations. To enhance and accelerate our performance we have included additional First Tier Service Providers physically located at the west side of the Island, giving us the ability to efficiently provide services in both hemispheres of the Island, we are able to divide and refer cases to the East and West as convenient. Deliverables of these tasks may include the following, according to the circumstances presented by the case:

- Property Registry Certifications/Title Searches
- Plot plans/Property Surveys
- Property Appraisal
- Certified copies of deeds previously executed before other notaries

All information and deliverables from completed tasks will progress to the legal division for technical evaluation, final legal analysis and applicable process to execute final Grant of title and filing for recording. Final documents and deliverables will generally include the following:

- Title deeds (Partition, Gift/Transfer, Community Property Asset Liquidation, Segregation, Grouping, among others)
- Notarial Acts (Structure construction, Clarification, Correction, among others)
- Petitions to the Property Registry (“Instancias” to cancel expired liens, to record heirship rights declared by Court)
- Documents typically required as supplementary by the Property Registry (Treasury Department Estate/Gift Waiver, Negative certifications from ASUME, Certified copies of Will Deeds, technical documents such as Approved Inscription Plans, and Resolutions from OGPe)
- Filing receipts

The Manager will ensure all the information and actions are clearly documented in Canopy and the physical file until title is achieved.

QA/QC - The combination of quality assurance and quality control is key to our effectiveness, and to ensure client expectations are met. As part of the implemented program to achieve Quality Assurance and warrant its success and reliability, we will establish quality checkpoints in key parts of the process to prevent potential issues and delays. Checkpoints will be set after a title investigator, appraiser, land surveyor and field staff submit pre-determined forms. The office clerk will enter the data, a Supervisor will verify that all documents match, and then give sign off.

Weekly deployment meetings will be prearranged with both the SMEs and PRDOH to ensure quality control. Additionally, random case-sampling will be selected for detailed inspection to assure quality.

Tasks or activities required for each service: Based upon the premise that all tasks and services will be completed in strict accordance with Scope of Services requirements, below is a brief description of the activities, deliverables and timeframe.

- GENERAL ADMINISTRATION AND COORDINATION – Manager and administrative personnel together with Title Clearance Specialists and additional resources as needed will be in charge to provide required services as describes. This a basic day by day operation but critical at the same time because is the essence of the correct and efficient progress of the Program.
- CASE ANALYSIS (CA) – This tasks represents our strongest quality, the convenience of having critical personnel, Subject Matter Experts (Land Surveyors, Lawyers, Appraisers, Title Investigators), all in-house working as one and providing all their expertise and knowledge without adding additional costs or complexity to the program, FSS does not refer to our SME as external resources, this results in extremely accurate interpretations. CA; point of beginning for every evaluation, indispensable to define case situations and the correct course of action. All available documents will be evaluated, and the Participants will to be contacted for a deep interview that clearly define the case necessities and level of complexity, this will help to define priorities and be as efficient as it gets with time and resources. This task will be completed by Attorneys at Law, other than Title Clearance Specialists, and a writing report with a preliminary evaluation brief and a list of the necessary tasks will be presented as deliverable. This task can consume 10 business days per every 30 cases assigned.

- LAND SURVEYING AND RELATED TASKS – Sections 3.1.1 to 3.1.3 from Scope of Services (SOS) necessary to physically define properties acreage and boundaries, Plot Plans or Survey Plans will results as deliverables, together with other information related, such as Property Legal Descriptions, and all related and applicable tasks as per Scope of Services. Tasks will be requested by Specialists, Surveyors will evaluate all related information, contact the Participant, visit the site for field data collection and interviews and then back to the office to complete drawings (standard procedure). If all necessary information is available and the situation is clear, the tasks related can be completed within 30 business days.
- Sections 3.2 and 3.3 from SOS (both go together) are necessary when Segregation plans are needed, same process mentioned before applies, in addition, new lots have to be created so the ones are stake out physically and then a segregation plan needs to be created. Segregation Plan and stake out (Boundary Determination) are considered deliverables under these tasks. This task can also be completed within 30 business days.
- Section 3.5 from SOS, if filling of Registration Plans with OGPe/Municipalities is required, as a deliverable document a Resolution and a stamped Inscription Plan will be emitted authorizing the segregation. This task represents the filling at the permits agency of the Segregation Plan previously completed, together with all documentation requested by the agency through their web-based system. Zoning regulations needs to be met, standard documentation, such as deeds and letters of authorization, needs to be provided for case submission. Final results term under this task are undefined and uncertain due to Agency evaluation process, but 30 days should be enough to prepare the case and submit it into the system, after that a stand by period will become until final decision.
- Section 3.4 from SOS, Parcel Grouping Survey, still standard procedure applies but for two properties that at the end will be united as one, a Survey Plan will result as deliverable and also a 30 days term should be enough to complete the task.
- Section 3.6 from SOS, Additional tasks are self-explained, deliverable, prices and terms are to be discussed in a case by case basis through a RFA.
- APPRAISALS, necessary to define property market values, this determines the amount to be paid in internal revenue stamps, vouchers and legal fees, between other information required. Task will be assigned by system, documents provided thru Canopy, provider will coordinate a visit with Participant for property inspection. A final appraisal report will be produced as

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deliverables, if all information is available and the situation is clear, the tasks related can be completed within 15 business days.

- TITLE SEARCHES AND PROPERTY TITLE CERTIFICATIONS, confirms the registration of properties at Property Registry, and current status. A status report will be provided as deliverable and a 15 labor day's period is enough to complete the task.
- PETITIONS TO REGISTRY ("INSTANCIAS") are public instruments that are necessary to update property records, clarify property circumstances, and/or supplement other documents to be filed with the Property Registry. Petitions to record estate rights must be filed with the following documents: deceased person's death certificate, court resolution or will (certified by the Wills/Testaments Registry), estate lien release, and ASUME negative certification. Petitions to cancel expired liens require that a Title Search or Property Registry certification be available prior to execution. The deliverable is a copy of the petition to be filed with the Property Registry. The petition will be completed within 15 business days after all complementary documents, Title Search, or Property Registry Certification are provided.
- NOTARIAL ACTS are documents executed by a notary, which consigns facts/circumstances witnessed by said notary, or of which (s)he has personal knowledge, and due to their nature do not constitute a contract or business transaction between parties. Notarial acts are commonly used to clarify notarial documents/deeds, to fix errors/omissions, and to declare the existence of new construction in a property, among other possible circumstances. Notarial Acts may be filed as complementary documents, depending on each case requirements. A copy of the Notarial Act is the deliverable, which may be completed within 15 business days after assignment.
- DECLARATION OF HEIRSHIP is a petition under oath requesting the Court to declare a deceased person's heirs, in the absence of a will/testament. The petition to the court shall have the following documents attached: the deceased person's death certificate, birth certificates for all heirs (and death certificates for deceased heirs), marriage certificate (if necessary, to establish widow as heir), negative certification from the Wills Registry, negative certification from the Notarial Competence Registry. Deliverables are a copy of the Court Resolution and documents attached to the petition. The Court resolution will need to be filed at the Property Registry (via Petition or "Instancia") in order to record the heirs as legal owners of the property.

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Generally, the timeframe to obtain a Court Resolution is uncertain, as it depends on the court's docket. However, in most cases the courts will issue resolutions within 30 days from filing.

- CERTIFICATES OF RELEASE (Heirship/Donations) are requested to the PR Treasury Department, and they are necessary for recording property transfers to heirs (estate lien release) or property transfers by donation (donation lien release). Task deliverables are the certificates of release (Heirship or Gift/Donation), and the timeframe to obtain them is uncertain, as the process depends on the Treasury Department workload, and availability of the necessary documents, as specified. Applications for releases will be filed at the Treasury Department within 15 business days after all documents/information is obtained from participant.
 - *Heirship* – Requests for release will require: (a) deceased person's/parties' personal information; (b) creation of SURI account; (b) preparation of Estate Tax return; (c) acquiring debt Scope of Services Request for Proposals Title Clearance Program Services CDBG-DR-RFP-2022-07 Page 23 / 27 certification CRIM; (d) Filing Estate Tax Return; (e) preparation of power of attorney (Form SC 2745) Treasury Department; (f) acquiring Law 7 Debt Certification Treasury Department (g) preparation of Power of Attorney (Form AS-78) CRIM; (h) Post filing follow up and submission of additional information if requested by Treasury Department.
 - *Donations* – Requests for release will require documents and forms, such as form SC 2788 B, obtaining a SURI account, preparation and filling of Gift Tax return, acquiring a debt certification from CRIM, acquiring Law 7 Debt Certification of Treasury Department, and any other services or form required by the Treasury Department.
- SWORN STATEMENTS are documents in which a participant states a fact and swears to its truthfulness in order to establish said fact. The deliverable is an executed sworn statement by the participant, and will generally be completed within 15 business days from obtaining documents/information from participant, subject to the participant's availability.
- NOTARIAL DEEDS are public instruments to be executed in order to (1) transfer real estate property among natural persons (either by sale or by donation) once title has been recorded in favor of the transferor, (2) segregate or group recorded properties, (3) rectify property measurements, (4) constitute easements and surface rights, and (5) cancel existing leans, among others, in compliance with Puerto Rico Notarial Act. All deeds must be drafted after obtaining a Title Search or Property Registry Certification, and will require an appraisal in

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order to determine the transaction value, and the resulting recording fees and stamps to be attached to the deed and certified copy. Additionally, some deeds may require complementary documents to be filed for recording at the Property Registry, such as Treasury Department lien releases, original mortgage notes, approved segregation plans, or government permits, among others. Then deliverable is a certified copy of the deed, as the original must be included in the notary’s protocol. Deeds may be completed within 15 business days after necessary documents have been obtained, subject to availability/schedule of the appearing parties.

- PROOF OF OWNERSHIP EVIDENCE TO JUSTIFY (“EXPEDIENTES DE DOMINIO”) are ex parte petitions to the Court in order to declare ownership over a property is justified for recording in favor of a person, only if the particular property has not been previously recorded at the Property Registry. The petition must be filed under oath of the interested party, and must comply with content requirements established by law. Although the documents to be filed with the petition vary from case to case, all petitions must include a Negative Certification issued by the Property Registry establishing that the property has not been previously recorded, nor is it part of a larger recorded property. All cases will require the publication of legal notices, notification to interested parties, and a hearing in which witnesses can attest to the interested party’s ownership claim. The deliverable is a Court resolution issued after ownership has been evidenced to the Court, and documents filed in support of the petition. Although a courtesy draft of a proposed resolution will be submitted for the Court’s convenience, the timeframe for issuance is uncertain, as it depends on the Court’s docket, 90 business days period can be considered for ordinary process.
- NOTARY SERVICES (“Protocolización”) refers to the execution of a notarial deed to legalize a power of attorney executed outside of Puerto Rico. The original power of attorney must be accompanied by a certification of notarial authority regarding the notary public before whom the power of attorney was executed. Only powers of attorney accompanied by said certification are subject to legalization (“protocolización”). The deliverable is a certified copy of the legalization deed (“Escritura de Protocolización de Poder”), which may be produced within 15 days after receipt of original power of attorney with the corresponding certification.
- TAKING (“Expropiación”) is a legal proceeding through which a government entity acquires private property for public use. Petitions must be accompanied by the documents and information, as required by law, which include time-sensitive documents like a Property

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Registry Certification issued no more than 6 months prior to filing the petition, and a title search issued no more than 3 months prior to filing the petition. It is common for the property owner(s) to contest the appraisal/property valuation, which inevitably delays the case. The deliverable is the final judgment issued by the court, and the case's supporting documentation. Although a courtesy draft of a proposed judgment will be submitted for the Court's convenience, the timeframe for issuance is uncertain, as it depends on the Court's docket, 90 days period should be enough to prepare basic documentation and presentation.

- ACQUISITION BY ADVERSE POSSESSION (“Usucapión”) begins with a petition to the Court to declare an interested party the legal owner of a property recorded in favor of another. The petitioner must meet time and other requirements established by law, and the court proceedings will vary depending on the facts of a particular case. These situations require a case-by-case evaluation, and may require notification to potentially adverse parties, and the publication of legal notices. The deliverable is the final judgment issued by the court, and the case's supporting documentation. Although a courtesy draft of a proposed judgment will be submitted for the Court's convenience, the timeframe for issuance is uncertain, as it depends on the Court's docket, 90 days period should be enough to prepare basic documentation and presentation.

All the above-mentioned services are the ones considered by the Program, but do not necessarily apply to all the cases. All services will be followed up and supervised by both the Manager and the Principal Attorney at Law to make sure that the process is completed properly, efficiently and with the correct interpretations and tasks assignments.

Proposer's ability to adequately staff and maintain agreed upon service levels throughout the life of the Program.

FSS organizational skills and professionalism generate an efficiency-focused and productive working environment. Consistent monitoring and training by Principals help to maintain uniformity and expected standards of quality. Staff is encouraged to discuss cases and consult with Principals to ensure cases are handled efficiently and consistently. Open lines of communication allow our teams to maintain continuous contact to identify and address differences or discrepancies. FSS and SMEs have over the past three years consistently demonstrated a high level

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of professionalism and competency, as well as the highest level of commitment to Program goals and objectives, under the title clearance Program currently in place.

Proposer's ability to coordinate and deliver all necessary documents (including legal and notarized documents) as described in Scope of Services. Provide a writing sample of the documents that your organization proposes to prepare.

FSS and First Tier providers ordinarily offer services that consistently require coordination with participants to obtain and gather documentation that is necessary to complete tasks in each case. Title Clearance Specialists (Specialist) initially establish communication with participants in order to obtain information. After said information is discussed and analyzed in conjunction with the Attorney/Notary, an action plan is developed for each case taking into consideration any specific challenges posed by the case. Based on the case analysis, and as directed by the Attorney/Notary, the Specialist will obtain all necessary documents from participant, and/or government entity – such as the Notarial Inspections Office, CRIM, and Treasury Department – until all documentation is complete to establish title as further as the documents allow. Generally, the process may require court proceedings for heirship rights to be declared (“Petición sobre Declaratoria de Herederos”), to justify ownership of an unrecorded property in favor of participant (“Petición sobre Expediente de Dominio”), or to declare a participant’s ownership by adverse possession of a property already recorded in favor of another (“Demanda de Usucapión”). These court proceedings may then result in (a) Petitions to the Property Registry (“Instancia(s)”) to record the court’s resolution/judgment declaring heirship or ownership rights; (b) notarial acts (“Actas Notariales”) to correct/clarify/update public instruments and/or Property Registry records; and (c) deeds to record legal transactions (i.e. “Escrituras de Donación, Escrituras de Adjudicación y Partición, Escrituras de Liquidación de Bienes Gananciales”). **A selection of sample documents identified in parenthesis are attached hereto.**

Identify risks that may arise in providing the services listed in the Scope of Services. Specify methods to provide for the early mitigation, identification, intervention, and resolution.

Problems and emerging issues are a normal part of our line of business. How they are addressed or handled is key in the successful completion of tasks. FSS's focus is to remain flexible to identify alternative courses of action to provide solutions.

We have established a dual approach to identify issues or problems during the process. The first approach is to obtain all available information in the initial case assessment stage and evaluating its complexity. This allows our staff to anticipate potential issues at an early stage in each case. Our Title Clearance Specialists is experienced in Participant relations and public information searches through various search tools (Geographic Information Systems, such as MiPR, between others), often leading to information additional to the one provided by Participants. The second approach addresses staff performance. Direct and consistent workflow supervision of team members involved in this project allows Manager to track case progress through software tools. Regular and consistent peer interaction among team members allow for tracking and follow up of progressive tasks completion and ultimate goal achievement. Regional Project Managers then track through case management tools, and consistently conduct project meetings with staff to follow up project status, discuss emerging issues, and guide team members to successful solutions. Our integrated staff has consistently demonstrated over the past three years a most professional performance, high quality work, and behavior that exceeds the highest ethical standards.

Several risks may arise in providing the services listed in the SOW. Following is a list of the potential risks we can identify, based on our experience, and suggested strategies for early mitigation and resolution of cases.

- Difficulty locating participants or to establish communication (Non Responsive cases),— An alternative is to request several phone numbers and email addresses, but also include additional contact references such as close family and/or neighbors, at least to make sure the Participant can be reached.
- Lack of sufficient property information regarding specific location, and/or Property Registry records – For property locations, coordinate values and property photos are extremely helpful. For Property Registry records, availability of the names of previous property owners (regarding the subject property) may assist in locating Property Registry records.

- Lack of documentation – During eligibility process, specialists should request and demand all the information available regarding the property and how the Participants came to occupy the property. Names of heirs with rights to the property may also be relevant to the process and indispensable for initial Case Analysis.
- Lack of knowledge or tools from the participants to complete their due diligence, including sometimes economic circumstances. – Assign personnel to assist Participants in obtaining and producing all necessary documentation, including relevant government agencies including, but not limited to, the Demographic Registry Office (vital records certificates), Court Clerk’s Office (certified copies of court documents), Property Registry (Person Name Index), and CRIM (property certifications).
- Communication with government agencies and delays in their responses and document releases – PRDOH could address this issue by official communications to other government agencies, or obtain Executive Orders that provide for streamlined communications with other agencies to prioritize these cases.
- Program needs to consider consults to Planning Board to complete segregations. – Same as above, official communications or Executive Orders directed to Planning Board to prioritize these cases and expedite segregation approvals.

Based on previous work experience with PRDOH we have specifically identified the following as relevant issues and potential problem:

- Incomplete physical addresses and erroneous geographic coordinates
- Inconclusive Title holder
- Reaching out to the designated PoC – missed calls or no answer
- No information from the neighbors
- Difference in measurement of lot area
- Squatters
- Not in compliance with Building Code and/or Permit regulations
- Liens/ incumbrancers/ restrictive covenant
- Physical access to the property

Provide an assessment of the availability of the professional staff identified to be assigned to a contract to PRDOH. This includes the availability of backup professionals in case of illness, turnover, or other loss of personnel.

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Regarding availability of professional staff to be assigned to a PRDOH contract and backups as needed, FSS and our First Tier providers have implemented redundancies, and contingencies in all key positions. By staffing more than one person in each service category, peers in each category serve as each other's backup without compromising effectiveness and consistency of workflow. FSS itself staffs 2 Professional Land Surveyors, 5 graduated Surveyors, and 6 field crewmembers. PLS staffs 5 licensed attorneys, 2 legal team members, and 4 support staff. LR staffs 3 professional appraisers. Additional service providers has been integrated as First Tier proponents, Lamourt and Rios Law Firm and HPV, LLC (Appraisers), this with the intension to have presence in the west side and make sure to maintain the staff to handle any workload. For additional staff needs, FSS keeps a talent bank with resumes of interested and available professionals to incorporate to our staff. This results from previous job opportunity publications thru different digital platforms, outsourcing, and availability of colleagues in all services fields, as needed.

Provide a statement of how the workload of PRDOH will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the scope of services section. Include a description of the proposed allocation of work between the staff identified.

Each case must be considered individually. The time cycle is greatly influenced by the initial information provided and obtained by our Title Specialists. We currently have the infrastructure, staff and organizational structure to perform the following number of cases in a twelve (12) month period:

- a. Appraisals – Group composed of 4 professionals, with the capacity to complete at least 10 cases per week for a total of 475 cases per year. This exceeds program expectations over the established three-year period.
- b. Title Searches – Group composed of 4 professionals, with the capacity to complete at least 80 cases by week for a total of 4,160 cases per year, exceeding Program expectations over the established three-year period.
- c. Land Surveying – Seven Land Surveyors (two licensed), and 6 field crews (with assistance of office staff and draftsmen), with the capacity to complete close to 15 cases per week (2.5 per crew), for a total of 780 cases per year, exceeding Program expectations.

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- d. Legal Services – Firm composed of 6 attorneys at law, paralegals (4) and clerks (2), with the capacity to incorporate additional resources as needed, combined with Title Investigator consultants, will be able to manage the anticipated workload. While it is true that the workload is ambitious, efficient distribution of tasks and simultaneous task management by different team members ensure all tasks are completed in time.

Administration and accounting will also be under manager umbrella. The projections mentioned above are projected, changes and adjustments can be provided at any moment to guarantee to capacity to manage any workload.

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FSS is confident to possess the capacity to manage and perform successfully in all fields of this Program. Our staff, and the staff of our First Tier or Members mentioned above, have proven to have the experience, capacity and commitment to undertake Program needs. The results obtained by our combined performance over the past three years working under contract with the PRDOH evidence our commitment to successful completion. The knowledge acquired through that experience has increased our ability to make necessary adjustments to develop efficient mechanisms to fulfill Program needs, most importantly secure title for Participants.



Fernando Santiago Rosario, PLS, BSCE

President

FS Surveying LLC



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT #1
SCOPE OF SERVICES
Request for Proposals
Title Clearance Program Services
Title Clearance Program
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2022-07

1. Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Request for Proposals (**RFP**) to procure services such as project management, land surveying, appraisals, title searches and related services for the administration and implementation of the Title Clearance Program and the Home Repair, Reconstruction or Relocation (**R3**) Program under the Community Development Block Grant – Disaster Recovery (**CDBG-DR**), Community Development Block Grant- Mitigation (**CDBG-MIT**) CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements Programs, and any other federal allocations. This document defines the tasks, requirements, and responsibilities that the Selected Proposer(s) must perform under this RFP. The services required in this RFP are for the CDBG-DR and CDBG-MIT grants, including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements, and any other future federal allocations under the Action Plans and subsequent action plans. It also seeks to select qualified Proposer(s) that will aid in the PRDOH's objectives of strategic preparation and development of a broad range of CDBG-DR and CDBG-MIT funded programs and any other future federal funds allocations. A detailed description of all CDBG-DR, CDBG-MIT, CDBG-DR Earthquakes, and CDBG-DR Electrical System Enhancements Programs is included in the HUD-approved Action Plans. A complete copy of both Action Plans is available at <https://www.cdbg-dr.pr.gov/en/action-plan/> and <https://cdbg-dr.pr.gov/en/download/cdbg-mit-action-plan-effective-on-april-19th-2021/>.

The PRDOH anticipates awarding the resultant contract(s) for an initial **three (3) year** term with the option of additional extensions of up to **two (2) years**, for a total of **five (5) years**, upon mutual written agreement of the parties. If additional CDBG-DR, CDBG-MIT, CDBG-DR Earthquakes, and CDBG-DR Electrical System Enhancements or other federal funds are allocated to Puerto Rico during the contract's life, the staff may be assigned to work on those future federal grants awarded. There is no guarantee of a minimum level of services that the PRDOH may request under this contract.

The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. The PRDOH reserves the right to modify or delete the requirements and tasks listed and, if appropriate, add additional requirements and tasks before and during the contemplated contract. Therefore, we encourage careful analysis of the requirements of this document. The Selected Proposer must guarantee the costs for the services requested in this RFP during the term of the contract.

Title Clearance Program

The Title Clearance Program provides clear titles to thousands of homeowners throughout the hurricane-impacted area, resulting in long-term sustainability and security for residents. Applicants who are eligible for repair, reconstruction, or relocation assistance under the Housing Program and who need the remedial and curative title/ownership actions may be prioritized for limited legal services assistance. Limited legal services to resolve title issues will

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be performed under the direction or supervision of one (1) or more attorneys duly licensed and authorized to practice law within Puerto Rico. At this time, the PRDOH will not provide title services for Applicant properties located in the floodplain, floodway, or landslide risk area unless necessary for the Applicant to receive benefits from other Programs within the PRDOH CDBG-DR Housing Portfolio.

R3 Program

The focus of the Home R3 Program is to provide relief for those individuals and families whose households were impacted by Hurricanes Irma and María and have unmet housing needs to affirmatively further fair housing as required under the Fair Housing Act of 1968, as amended, 42 USC § 3601. Under this Program, the assistance provided is divided into three (3) primary categories: repair, reconstruction, or relocation.

The Selected Proposer(s) to provide expropriation or taking services ("expropiación forzosa") under this RFP will also offer said services to the R3 Program.

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2. PRDOH's Reservation of Rights

- (i) Reject any or all Proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed in its best interests.
- (ii) Reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposals and/or Proposals offering alternate or non-requested services.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after the award of the contract.
- (vi) Make an award to more than one (i) Proposer based on ratings.
- (vii) To require additional information from all Proposers to determine responsibility levels.
- (viii) To contact any individuals, entities, or organizations that have had a business relationship with the Proposer, even though they were included in the reference section of the RFP submittal.
- (ix) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
 - a. seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (x) Amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR, CDBG-MIT, CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements action plans as related to the services requested

- herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein.
- (xi) To contract with one (1) or more Qualified Proposers as a result of this RFP or the cancellation of this RFP.
 - (xii) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.

The Proposer shall be responsible for completing the activities outlined in this Scope of Services. The Selected Proposer shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

The PRDOH reserves the right to, at any time during the ensuing contract period, and without penalty to the Selected Proposer(s) contracted as a result of this RFP, conduct additional competitive solicitations to obtain additional Title Clearance Services when, in the opinion of the Contracting Officer, it is the best interests of the PRDOH to do so.

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3. Staff, Services and Tasks

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The PRDOH seeks licensed professionals with experience and capabilities in project management, land surveying, appraisals, title searches, and related services. This section details the Staff that the Selected Proposer(s) must retain to support PRDOH in the administration and implementation of the Title Clearance Program, the R3 Program and other CDBG-DR and CDBG-MIT Programs, including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. Each document originated by the Proposer to complete the tasks assigned shall be in Spanish. Such documents include notarial deeds or public records, appraisals, land surveying and title searches reports, and any other document necessary to remove liens or defects to achieve title clearance or constitute a clear title on real property. Documents or standard forms that already exist in the English language are excluded from this requirement. The Scope of Services is based upon circumstances existing at the time the RFP is publicized. PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks before and during the term of the contemplated contract. The PRDOH reserves the right to retain some of these tasks internally and to select more than one (1) Proposer.

3.1. Key Staff Requirements

The Proposer(s) shall have or will secure, at its own expense, all personnel required in performing the services under a Title Clearance Program Services contract. PRDOH expects the Selected Proposer(s) to provide competent and fully qualified Key Staff that is authorized or permitted under federal, state, and local law to perform the Scope of Services under this contract. The PRDOH reserves the right to request the removal of any Key Staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

3.1.1. Key Staff Experience and Qualifications

The Proposer(s) must demonstrate that it has personnel capable of handling the services required herein. The Proposer must provide detailed information about the experience and qualifications of the entire Key Staff to be assigned. This information includes degrees, certifications, licenses, years of relevant experience,

résumés, and professional details specifying the year of graduation, start and end dates for each job position(s) and project(s). Proposer(s) shall identify resources that will serve as Key Staff including the Proposer's staff and staff from any subcontractors to be used. The Proposer(s) shall demonstrate that its staff (and/or subcontractor's staff) meet the desired requirements and have the necessary experience and knowledge to successfully implement and perform the services and tasks under the resulting contract.

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any project management, land surveying, appraisals, title searches, legal services and related services required or work on the CDBG-DR and/or CDBG-MIT Programs, including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements. The Proposer's organization and staffing plan shall specifically include the required number of personnel, roles and responsibilities of each person on the project, name of the resource or subcontractor and résumé and professional information, their planned level of effort, their anticipated duration of involvement, and their on-site availability. When applicable, the Proposer shall include a good standing certification from the regulatory institution that each staff member is admitted to. The Proposer shall demonstrate their ability to adequately staff and scale each functional area to maintain the agreed upon service levels throughout the life of the Program(s).

The following table represents the general descriptions for the staff to be included in the Proposer's Proposal and, if awarded, the resulting contract. Proposer must have and maintain over the life of the contract or until requested by PRDOH the following staff resources:

TABLE 1- STAFF

Staff	Requirements for the Position	Roles & Responsibilities of the Position
Project Manager (Key staff; 1)	<ul style="list-style-type: none"> + Must have at least a Bachelor's Degree in a field relevant to the Program services (i.e. surveying, legal, appraisal, etc.). + Must have at least three (3) years of experience in project management. + Must manage communications (speak, read, and write) in Spanish and English. 	<ul style="list-style-type: none"> + Will be the main point of contact between the PRDOH and the Selected Proposer(s). + Shall be available on-call and assist program status and progress meetings. + Identity, manage, coordinate, and administer all tasks required to complete the objectives of the Title Clearance Program and Home R3 Program or other CDBG-D/MIT programs activities. + Coordinate and supervise the team members' daily, weekly, and/or monthly activities. + Set priorities for the team to ensure task completion and performance goals are met.

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
		<ul style="list-style-type: none"> + Coordinate work activities with PRDOH supervisors, and personnel, among others. + Identify and resolve operational problems using defined processes, expertise, and judgment. + As part of the responsibilities, the Project Manager shall formulate, organize, and monitor the overall performance of the projects; decide on suitable strategies and objectives; coordinate cross project activities; lead and evaluate other staff; develop and control deadlines, budgets, and activities; apply change, risk, and resource management; assume responsibility for the Program's performance and its staff; assess program performance and aim to maximize it; resolve program issues; prepare and review reports to the PRDOH; and any other function required in support of the Program. + Shall maintain a complete understanding of all applicable federal, state, local, and CDBG-DR/MIT Program (including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements) policies, requirements, and procedures and review all cases within the established guidelines; and shall possess knowledge of regulatory and statutory compliance requirements for CDBG disaster recovery, mitigation and similar programs/projects. + Responsible for the quality control and quality assurance of all documentation related to the assessment and scope of work to be performed on the cases. + Responsible for daily operations and ensuring that such operations are performed in the most efficient manner.

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
		<ul style="list-style-type: none"> + Oversee logistics management, ensuring that procedures are in place to align with the Program(s) goals and objectives. + Oversee standards of performance, safety policies, and procedures, and adjust internal and overall Program policies, as necessary. + Responsible for notifying PRDOH of any Program concerns and provide solutions to mitigate such concerns. + Determine the staff needed to accomplish the operational tasks. + Provide advice and assistance to the Program applicants in obtaining the needed services. + Access agency records in order to document and identify information related to the Program evaluation. + Maintain an established file structure to continue with the applicable procedures. + Collect, review, and analyze data, and prepare reports. + Respond to or route routine inquiries from external or internal sources with standard correspondence or other messaging form. + The candidate for the Project Manager position may also execute any other position requested in this Scope of Services, such as Land Surveyor, Appraiser, Notary Public or Title Investigator if he complies with the requirements for the position(s) set forth in the RFP.
Principal Attorney at Law – Notary Public (Key staff; 1)	<ul style="list-style-type: none"> + Must be a licensed Attorney at Law and Notary Public in good standing and authorized to practice law before the Supreme Court of Puerto Rico. + Must have experience in Real Estate Law and Puerto Rico's Property Registry. 	<ul style="list-style-type: none"> + Handle all legal and procedural requirements necessary to remove problems, liens, and defects. Matters which can affect the legality of a title or its clearance include, but are not limited to: <ul style="list-style-type: none"> - Existing liens - Judgments against a current property owner

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
	<p>+ Must have at least three (3) years of experience as a Notary Public must be able to supervise the Associate Attorney at Law – Notary Public.</p>	<ul style="list-style-type: none"> - Past due taxes - Easements for utilities - Property setback lines - Joint tenancy - Probates - Inheritance limitations or restrictions <p>+ Draft and execute notarial deeds and all other necessary documents to remove liens, judgments or any defects. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, 4 LPRA §§ 2001 <i>et seq.</i>, as amended.</p> <p>+ Draft and execute deeds or necessary notarial instruments.</p> <p>+ Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Property Registry.</p> <p>+ Draft and Review of Property Title Certifications.</p> <p>+ Prepare and subscribe Petitions to the Registry ("Instancias").</p> <p>+ Prepare and subscribe Notarial Acts ("Acta Notariales").</p> <p>+ Draft and execute Deeds of Clarification ("Actas Aclaratorias").</p> <p>+ Prepare and subscribe Declarations of heirship ("Declaratorias de Herederos") or Estate Probate Proceedings.</p> <p>+ Perform additional legal services such as</p> <ul style="list-style-type: none"> - Court appearances - Fees and costs associated with filing, withdrawing and notifying title documents in the Registry of Property or Court

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
		<ul style="list-style-type: none"> - Segregation or Subdivision of any tract, lot or parcel of land - Any other task necessary to complete the objectives of the CDBG-DR Title Clearance Program and/or R3 Program (that is not encompassed in the other legal services listed in this Scope of Services) or other CDBG-DR/MIT programs (including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements) - Subsequent tasks after a complaint in a taking ("expropiación forzosa") case has been filed - Subsequent tasks after a complaint in has been filed in a case regarding "usucapión."
Associate Attorney at Law – Notary Public (1)	<ul style="list-style-type: none"> + Must be a licensed Attorney at Law and Notary Public in good standing and authorized to practice law before the Supreme Court of Puerto Rico. + Must have experience in Real Estate Law and Puerto Rico's Property Registry. + Must have at least one (1) year of experience as a Notary Public. + Must be able to perform all, or the majority, of the legal tasks listed in this Scope of Services. 	<ul style="list-style-type: none"> + Handle all legal and procedural requirements necessary to remove problems, liens, and defects. Matters which can affect the legality of a title or its clearance include, but are not limited to: <ul style="list-style-type: none"> - Existing liens - Judgments against a current property owner - Past due taxes - Easements for utilities - Property setback lines - Joint tenancy - Probates - Inheritance limitations or restrictions + Draft and execute notarial deeds and all other necessary documents to remove liens, judgments or any defects. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or

Staff	Requirements for the Position	Roles & Responsibilities of the Position
		<p>certified copies; services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, 4 LPRA §§ 2001 et seq., as amended.</p> <ul style="list-style-type: none"> + Draft and execute deeds or necessary notarial instruments. + Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Property Registry. + Draft and Review of Property Title Certifications. + Prepare and subscribe Petitions to the Registry ("Instancias"). + Prepare and subscribe Notarial Acts ("Acta Notariales"). + Draft and execute Deeds of Clarification ("Actas Aclaratorias"). + Prepare and subscribe Declarations of heirship ("Declaratorias de Herederos") or Estate Probate Proceedings. + Perform additional legal services such as <ul style="list-style-type: none"> - Court appearances - Fees and costs associated with filing, withdrawing and notifying title documents in the Registry of Property or Court - Segregation or Subdivision of any tract, lot or parcel of land - Any other task necessary to complete the objectives of the CDBG-DR Title Clearance Program and/or R3 Program (that is not encompassed in the other legal services listed in this Scope of Services) or other CDBG-DR/MIT programs (including CDBG-DR Earthquakes and CDBG-DR

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
		<p>Electrical System Enhancements)</p> <ul style="list-style-type: none"> - Subsequent tasks after a complaint in a taking ("expropiación forzosa") case has been filed + Subsequent tasks after a complaint in has been filed in a case regarding acquisitive prescription also known as usucaption ("usucapión").
Paralegal (1)	<ul style="list-style-type: none"> + Preferably must have an associate degree in paralegal studies or related field, and one (1) year of technical experience. In lieu of an associate degree, three (3) years of experience as paralegal is acceptable. 	<ul style="list-style-type: none"> + Shall support the Principal Attorney at Law-Notary Public and Associate Attorney at Law-Notary Public by maintaining documents, drafting documents, organizing files, calling on legal witnesses, interviewing clients, maintaining legal records, and any other task.
Land Surveyor (1)	<ul style="list-style-type: none"> + Must possess a Bachelor's Degree in Land Surveying, Geomatics or related field. + Must be a Puerto Rico Licensed Land Surveyor. + Must possess working knowledge of relevant technical software. 	<ul style="list-style-type: none"> + Plan, perform, and certify surveys. + Prepare legal descriptions and analyze and process boundary surveys, among other procedures. + Perform additional land survey services such as: <ul style="list-style-type: none"> - Elevation Certificate - Measurement Certificate - Boundary rectification and document filing - Court visits - Segregation or subdivision of any tract, lot or parcel of land.
Appraiser (1)	<ul style="list-style-type: none"> + Must be a Puerto Rico Licensed Real Estate Appraiser. + Must possess a Bachelor's Degree. + The candidate must have HUD/FHA experience preferred. 	<ul style="list-style-type: none"> + Conduct unbiased and impartial assessment of pertinent information regarding specific properties, analyze data, and develop an estimate of property value.
Title Clearance Specialist (5)¹	<ul style="list-style-type: none"> + Must have a Bachelor's Degree. + The candidate must have professional experience related to 	<ul style="list-style-type: none"> + Perform applicants' interviews and complete applications. + Perform field investigations.

¹ The Selected Proposer(s) must have a combined total of three (3) resources for Title Clearance Specialists positions 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.

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Staff	Requirements for the Position	Roles & Responsibilities of the Position
	<p>the responsibilities required for the position.</p> <ul style="list-style-type: none"> + Must manage communications (talk, read and write) in Spanish and English. 	<ul style="list-style-type: none"> + Assist in case evaluation to determine an applicant's eligibility in accordance with PRDOH policies and procedures, and other applicable federal and local legal requirements. + Collaborate in the investigations leading to the repossession of vacant or abandoned parcels, swaps, cessions, zoning, changes of use, and applications of property titles, leases, utility permits, and segregations. + Receive and investigate complaints related to the applicants' parcels. + Keep records of all applications leading to the granting of a property title. + Coordinate with applicants and any third-parties the submission and acquisition of documentation necessary to complete the tasks to obtain a clear title. + Any other task necessary to complete the objectives of the PRDOH CDBG-DR Title Clearance Program or any other CDBG-DR/MIT program (including CDBG-DR Earthquakes and CDBG-DR Electrical System Enhancements).
<p>Title Investigator (1)</p>	<ul style="list-style-type: none"> + The candidate must be skilled using the Puerto Rico Registry of Property's Karibe system. + Must possess at least an associate degree and no less than one (1) year of experience as a Title Investigator. 	<ul style="list-style-type: none"> + Performs title study investigations and report based on an investigation performed personally of the Registry for the demarcation of the property and investigation of the Puerto Rico Registry of Property's Karibe. + The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property. + Prepare a detailed report describing the Property as per the registry information, including a chain of title.

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4. Tasks

The following are the tasks that shall be performed by the Selected Proposer(s). Particular performance metrics will be established by PRDOH during or prior to contract implementation.

Task 1: General Administration and Coordination **Per Hour**

The specific services of the Proposer required under this task include, but are not limited to, collaboration with PRDOH CDBG-DR Project Management and Development department and other areas and maintaining a cooperative attitude throughout the life of the contract. The general administration and coordination activities to be performed by the Proposer are anticipated but not limited to the following:

- Project coordination, monitoring, and administration of the PRDOH CDBG-DR Title Clearance Program.
- Coordinate the overall performance of tasks from receipt of application to end of process.
- Work closely with the PRDOH officials, and its designees in preparing and maintaining the overall project plan for all phases of the Program, manage day-to-day operations, improve processes for quality and efficiency, implement policy changes, and adapt to a program closeout environment.
- Assist the PRDOH in the development of the program policies and procedures, and, once approved by the PRDOH, their dissemination among all parties involved. Given that more than one (1) Proposer may be selected by the PRDOH, different Selected Proposers will have to collaborate to ensure the program policies and procedures are concise for the entire implementation group. The selected Proposer(s) will have a lead role in the development of program policies and procedures.
- Monitor task budgets and project schedule.
- Responsible for the management, contract administration, and performance metrics.
- Ensure documentation is sufficient to respond to the Office of the Inspector General, HUD, PRDOH, or any other entity that audits or reviews the Programs.
- Establish project performance benchmarks and updated budget comparisons to measure progress and compliance with critical objectives in mind.
- Establish Program timelines, goals, metrics, and deliverables of services in accordance with project funding allocations.
- Attend periodic meetings as required to discuss tasks assigned and their status.
- Regularly communicate potential risks, issues, and statuses to PRDOH and pertinent parties.
- Become thoroughly familiar with PRDOH CDBG-DR Title Clearance policies and procedures, and other applicable federal and local legal requirements.
- Perform quality assurance/quality control (QA/QC) activities.
- Any other task necessary to complete the objectives of the Title Clearance Program.
- Oversee statutory compliance.

This task includes, but is not limited to, the following activities/deliverables:

- **Task 1.1: Document control and management:**
 - Document all applicant interactions and communications.
 - Store, archive, and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, training material, and policies and procedures.
 - Establish and maintain protocols for physical file management to include, among other things, access to a file, tracking of location and possession of a file, and return

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of a file. This assumes that the Proposer will provide the necessary secure space and storage equipment to perform such function. It also assumes that the Proposer will maintain soft copy backups of originals in their custody.

- o Ensure all project information and documentation is available at all times in one comprehensive, user-friendly electronic environment.

▪ **Task 1.2: Accounting and reporting:**

- o Provide status reports on a regular basis to keep the PRDOH informed of progress.
- o As requested, meet with the PRDOH to discuss the status of the project, applicant concerns, and any other issues that may have risen during the administration of the Program.
- o Report on various aspects of the project that reflects the major activities for the reporting period as specified by PRDOH (e.g. monthly, quarterly, etc.).
- o Prepare monthly progress and summary reports with each invoice.
- o Compile and review information necessary to prepare efforts required under HUD regulations.
- o Account for, and reconcile, (a) all federal funds requested and drawn from HUD and awarded to grant recipients, (b) all funds returned by applicants and their insurance companies (through the insurance subrogation process), (c) all funds deposited by applicants to reduce duplicative benefits potential award gap, and (d) all other funds returned by applicants and those who decided to no longer participate in any of the Programs, if applicable.

▪ **Task 1.3: Applicant relations:**

- o Establish and implement procedures that enable the Proposer to receive the application directly from the applicants.
- o Establish and implement procedures that allow for communication between the Proposer and the applicants throughout the process.
- o The Proposer will guide applicants through the application process; collect eligibility, and other documents; and make sure that complaints are properly addressed throughout the process.
- o The portfolio of applications will require the staff to provide program support for inquiries made by the applicants via phone, email, or online web submission.
- o Coordinate outreach efforts, including call-out campaigns and letter campaigns, as required by the PRDOH.
- o Provide written correspondence to all applicants to relay the status of their application.
- o Provide consultation services to applicants as required.
- o Assist in the identification of vulnerable populations and develop and execute application intake strategies for specific geographies or applicant demographics.
- o Document outreach efforts and outcomes.

Task 2: Case Analysis

Per Unit

The Proposer will be responsible for analyzing the specific circumstances of Applications and defining the required tasks to achieve a clear title over the Applicant's property. This analysis is considered continuous and may require amendments throughout the process. This task includes, but is not limited to, the following activities/deliverables:

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- Perform interviews to the applicant and any additional third-party with ownership interest over the property.
- Acquire necessary documentation to establish the applicant's and any other third-party's ownership interest over the property.
- Perform a title investigation to determine the title track (chain of ownership over the property) and to identify any outstanding liens or issues that might come into play for acquisition of a clear and marketable title.
- Perform field investigations.
- Evaluate the overall results of the analysis to prepare and submit to PRDOH:
 - A clear description of how the applicant came into possession of the property
 - A clear description of any heirship issues that must be resolved
 - A clear description of any outstanding acquisition issues
 - A clear description of any land subdivision, grouping, or general land survey issues
 - A clear list of all parties with ownership interest over the property
 - A plan of required tasks to achieve a clear and marketable title over the property
 - Prepare a preliminary plan of tasks
- Any other tasks necessary to establish the current circumstances of the applicant's property title and the plan of tasks to clear it.

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Task 3: Land Surveying

The Land Surveyor shall be responsible for the collection of all required information related to the PRDOH acquisition or transfer of property, field data, and the plotting of collected data to establish plot plans. Surveys will generally result in plot plans and legal property descriptions. The Land Surveyor will review all required documentation to determine eligibility and other requirements. This task shall include the following sub-tasks:

▪ Task 3.1: Land Survey, Plot Plan, and Property Description	Per Unit
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A survey of a lot of land is performed to determine the length and direction of land lines and to establish the position of these lines on the ground. The survey will result in a plot plan and legal property description. This sub-task will include the following activities:

▪ Task 3.1.1 Property Field Survey

- Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.
- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.

- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.1.2 Property Plot Plan**

- Reduce, calculate, and plot data collected on the field.
- Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
- Locate structures on the tract by perpendicular offsets from the nearest property line.
- Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- The Plot Plan must include the North orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties with their owner's name.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.1.3 Property Description**

- Identify the property for title purposes and describe its size, shape, and location.
- Description must be precise, clear, and concise.
- Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
- The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Segregation Plan, Plot Plan, and Property Descriptions and all the documents produced for this task.

▪ **Task 3.2: Boundary Determination Survey (when subdivision of property is required)**

Per Unit

Consists of field survey work performed to determine the length and direction of land lines and to establish the position of these lines on the ground. This task will be combined with Task 3.3 in order for the entire work required to be completed by the Contractor. This task will include the following activities/deliverables:

▪ **Task 3.2.1 Property field survey**

- Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.
- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.

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- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.
- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.3 Segregation Plan, Plot Plan, and Property Descriptions** **Per Unit**

Consists of the subdivision into two (2) or more tracts, in accordance with some prearranged plan, of an area whose boundaries have already been established. For the segregation of lands, new monuments are established on new boundary lines, and a new Plot Plan and description are prepared for resulting properties. For any segregation of land, the Surveyor will first perform a Boundary Determination Survey as per Task 3.2. This task will be performed by the Surveyor for each property that is subdivided from the original tract of land. This task will include the following activities/deliverables:

▪ **Task 3.3.1 Segregation Plan**

- Establish parameters for the subdivision of land with relation to size and shape, as well as any other required parameter, in coordination with PRDOH.
- Using data obtained from the Property's Boundary Determination Survey, develop the subdivision (segregation) plan showing the following information:
 - Proposed subdivision name or identifying title.
 - North arrow, scale (written and graphic), date of the plan, name, license number and seal of the surveyor.
 - Project location marked on a USGS Topographic Quadrangle Map outlining exact boundaries. Name of the Quadrangle must be indicated, and the original scale maintained. Other types of maps will not be accepted (i.e., flood, zoning, or tourist maps, aerial or satellite photographs, etc.).
 - FEMA Flood maps.
 - Names of oil abutting subdivisions, streets, easements, building lines, parks, and public places, and similar facts regarding abutting properties.
 - Location of all property lines, their dimensions, and lot areas in square meters.
 - Location of existing buildings and other structures.
 - Location of any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.3.2 Properties Plot Plan:**

For each property resulting from the Segregation Plan:

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- Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
- Locate structures on the tract by perpendicular offsets from the nearest property line.
- Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- The Plot Plan must include the North orientation, scale, date, and coordinates of control points, the name of the property owner and the location of adjoining properties.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.3.3 Property Description:**

For each property resulting from the Segregation Plan:

- Identify the property for title purposes and describe its size, shape, and location
- Description must be precise, clear, and concise.
- Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
- The dimensions given should be mathematically correct, and there should be no conflicts in the description of the property or with respect to adjoining areas.
- Any other task necessary to complete the objectives of the Title Clearance Program.

▪ **Task 3.3.4 Properties Demarcation on Site:**

For each property resulting from the Segregation Plan:

- Stake out the property boundaries on site with metal bars.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Segregation Plan, Plot Plan, and Property Descriptions and all the documents produced for this task.

▪ **Task 3.4: Parcel Grouping Survey, Land Surveyor Plot Plan, and Property Description Per Unit**

Consists of the union of two (2) or more properties which by virtue of the grouping are extinguished to form a new property. The survey will result in a plot plan and legal property description for the purpose of providing a cleared title to Program applicants. The task assumes that the grouped parcels will not exceed 1.00 acre ("cuerdas"). The task will include the following activities:

▪ **Task 3.4.1 Properties Field Survey**

- Prepare and plan the field survey work by analyzing available data and plans of the properties to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor's records, plot plans, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.

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- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Property Field Survey.

▪ **Task 3.4.2 Property Plot Plan**

- Reduce, calculate, and plot data collected on the field.
- Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
- Locate structures on the tract by perpendicular offsets from the nearest property line.
- Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- The Plot Plan must include the North orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of the Property Plot Plan.

▪ **Task 3.4.3 Property Description**

- Identify the new property for title purposes and describe its size, shape, and location.
- Description must be precise, clear, and concise.
- Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
- The dimensions given should be mathematically correct, and there should be no conflicts in the description of the property or with respect to adjoining areas.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Property Description.

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▪ **Task 3.4.4 Property Demarcation on Site**

- Stake out the new property boundaries on site with metal bars.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Property Demarcation.

▪ **Task 3.5: Filing of Registration Plans with OGPe/Municipality** **Per Unit**

Consists of the presentation to OGPe or an Autonomous Municipality of registration plans and required documents associated to each individual lot within a property for its filing with the Puerto Rico Property Registry once the corresponding approvals are obtained. Presented documentation must include exact information about state flat coordinates, directions and distances from the lots, streets and easements, the scope and uses of the lots to be created, and the labeling of the properties to be dedicated or reserved for public use. This task will include the following activities:

- Preparation of documents required for OGPe's and/or the Municipality's approval in accordance with the "Reglamento Conjunto para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios" as adopted by the Puerto Rico Planning Board on June 7, 2019. Documents for filing may include:
 - Digital plans, in polygon form, of the project survey and the properties to be registered;
 - Evidence of ownership, be it by means of public deed, lease contract, purchase option contract, registry certification, declaration of heirship, or any other valid standing as provided by regulations;
 - Authorization from the owner to conduct the proposed action;
 - Authorization from the owner to process the application;
 - Certification of any professionals certifying components of the request, as applicable;
 - Recommendation from the Municipality at which the property is located;
 - Document establishing any easements and restrictions, as required by regulation and provided for in the registration plan; and
 - Any other documentation required by OGPe or the Municipality.
- Filing all documents (including registration plans) with OGPe or the Municipality, as applicable.
- Payment of the cost of filing up to \$100.00. Any filing fees required in excess of \$100.00 will be submitted for reimbursement.
- Follow-up with the Agencies for the approval of the case.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Registration and all the documents produced for this task.

▪ **Task 3.6: Land Surveyor Additional Tasks** **Allowance**

Land survey additional services shall include, but are not limited to, the following activities/deliverables:

- Elevation criteria;
- Measurement Certification;
- Boundary Rectification and document filing;
- Court visits;

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- Any other task necessary to complete the objectives of the Title Clearance Program.

In order to perform services under the Allowance, the Proposer must first obtain written authorization from the PRDOH or its designee, by means of a Request for Authorization (**RFA**) to be submitted to the PRDOH for each additional service. The Proposer will not be reimbursed for any Allowance-related task unless authorized in advance by PRDOH.

Task 4: Appraisals

Per Unit

The Appraiser shall be responsible for the collection of all field information related to the appraisal of properties for the PRDOH acquisition or transfer of real estate property. The Appraiser will review all the required documentation to determine eligibility and other requirements. This task shall include the following activities:

- Appraise and prepare appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
- Review and prepare appraisal review reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
- Appraisal reports must include cost, direct sales, and/or income capitalization approaches depending on applicability. Where necessary, obtain title reports for the subject properties as required; and review reports for additional interests and conditions.
- Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Appraisal and all the documents produced for this task.

Task 5: Title Searches and Title Searches updates

Per Unit

The Title Investigator shall be responsible for the collection of all required information related to the PRDOH acquisition or transfer of property. Title Investigators will prepare a title report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Property Registry's Karibe system. The Title Investigator will identify the legal description of the property, who is the last owner of the property, and the existence or absence of easements, mortgages, or other liens on the property. Title Investigators will review property's portfolio, such as registry data and property page, to determine eligibility and other requirements. In the cases where there is no formal description of a property, the Proposer will be responsible for establishing the description. This task shall include the following activities:

- Perform Property Title Searches.
- Prepare a detailed report describing the property as per the Registry information, including a chain of title.
- Update previously performed title search investigations and reports based on an investigation personally conducted at the Registry for the demarcation of the property and an investigation of the Puerto Rico Property Registry's Karibe System.
- Perform title search updates.
- Any other task necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Title Search and all the documents produced for this task.

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Task 6: Property Title Certification ("Certificaciones Registrales") **Per Unit**

The Title Investigator will also obtain the legal description of the property accessing the Puerto Rico Property Registry's Karibe System and request to the Registrar for them to investigate and certify current status of the property and Property Title Certifications ("Certificaciones Registrales"). Each certification, regardless of the number of entries referred to, has a cost of \$15.00. In the case of negative certifications, they are \$25.00 per real property. The Proposer will be responsible for the payment of any fees associated to the procurement of the certifications.

The Proposer shall perform other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Property Title Certifications.

Task 7: Petition to Registry ("Instancia") **Per Unit**

A Petition or "Instancia" shall be used for the clarification of particularities as a supplement to transfers or actions on real estate property provided by law and to request the cancellation of prescribed liens. This document may be prepared and subscribed by an attorney in which a party with interest makes a request to the Property Registrar.

The Tariff Act of the Puerto Rico Property Registry of 1970, as emended, establishes the tariffs to be paid for each Property Registry transaction. In general, any document filed in the Registry is subject to tariffs based on the amount of the transaction.

The Proposer will be responsible for the payment of any fees associated to the preparation and filing of the Petitions to the Registry.

The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Petition of Registry and all the documents produced for this task.

Task 8: Notarial Act ("Acta Notarial") **Per Unit**

The Notary Public, at request of a party or on their own initiative and under their oath, signature, sign, flourish, and notarial seal, shall extend and execute certificates which consign facts and circumstances witnessed by them or of which they have personal knowledge and that due to their nature do not constitute a contract or juridical business (e.g. "Acta de Edificación"). A corrective deed may be used to fix errors committed on previously executed deeds in the manner prescribed by law (e.g. "Acta de Subsanación"). Attorneys at Law-Notary Publics are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the Notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for their prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates, and compensated powers of attorney in which the Notary renders an additional service as a lawyer. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Notarial Acts. PRDOH will compensate the Proposer for Notarial Acts at the unit prices submitted with the Proposal.

The Proposer will be responsible for the payment of any fees associated to the filing of the Petitions to the Registry.

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The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Notarial Acts.

Task 9: Declaration of Heirship

Per Unit

For purposes of the Registry, the hereditary succession document contains the will or succession of heirs in absence of a will, be it of a judicial nature or in agreement with Act No. 282-1999, as amended, "Ley de Asuntos No Contenciosos Ante Notario". According to Article 2 of Act No. 282-1999, *supra*, instead of filing a Petition to the Court, and if there are no disputes with the deceased's estate, the heirs may opt for the Declaration Act of *ab intestate* heirs from a Notary Public. The Proposer shall also be responsible for the registration of the hereditary succession document at the Property Registry to the name of the heirs along with all documents needed, including any resolution from the Court, the Treasury Department of Puerto Rico tax waiver, and all necessary certifications (e.g. Centro de Recaudación de Ingresos Municipales "CRIM"). After these documents have been issued, they must be presented through the corresponding Petition to Registry "Instancia". Attorneys at Law -Notary Publics are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, *supra*, shall not impair or limit the Notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates, and compensated powers of attorney in which the Notary renders an additional service as a lawyer.

The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Declaration of Heirships. PRDOH will compensate the Proposer for Declarations of Heirship at the unit prices submitted with the Proposal. Declaration of Heirs not presented to the Property Registry will be paid at 70% of the agreed to unit cost. The remainder 30% of the unit cost will be paid upon presentation of the Declaration of Heirs to the Property Registry.

In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The Selected Proposer(s) may submit, with their invoice, a detailed account of the costs incurred as well as documented proof supporting the costs to request reimbursement.

The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of Declaration of Heirship and all the documents produced for this task.

Task 10: Certificates of Release

Per Unit

The following tasks apply in cases of heirship and/or donations where it is deemed necessary to obtain a Certificate of Release from the Treasury Department.

▪ **Task 10.1: Heirship**

This task applies only in cases where Declaration of Heirship was obtained privately by the applicant and/or a Will was previously executed. To obtain this certificate the Proposer must file form SC 6136 A at the Treasury Department. This will require: (a) acquiring parties' personal information, creation of SURJ account; (b) preparation of Estate Tax return; (c) acquiring debt

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certification CRIM; (d) Filing Estate Tax Return; (e) preparation of power of attorney (Form SC 2745) Treasury Department; (f) acquiring Law 7 Debt Certification Treasury Department (g) preparation of Power of Attorney (Form AS-78) CRIM; (h) Post filing follow up and submission of additional information if requested by Treasury Department. The Proposer will be responsible for the payment of any fees associated to obtain this Certificate.

▪ **Task 10.2: Donation**

For any property that a title is granted by means of a donation deed, it will be necessary for their registration to obtain a Certificate of Release granted by the Department of Treasury. This task will include all the necessary processes to obtain said Certificate of Release (including all documents and forms, such as form SC 2788 B, filling account in SURI, preparation and filling of Gift Tax return, acquiring a debt certification from CRIM, acquiring Law 7 Debt Certification of Treasury Department and any other services or form required to obtain said certificate). Attorneys at Law - Notary Publics are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The contractor will be responsible for the payment of all fees to complete this task, including filing fees in the Treasury Department and filing fees for the CRIM Certification for services related to document preparation and execution, necessary to obtain the certification. PRDOH will compensate the Selected Proposer(s) at the unit price pre-established.

Deliverable: Certificates of Release.

Task 11: Sworn Statements

Per Unit

A statement prepared and notarized by a licensed Attorney at Law and Notary Public in good standing in Puerto Rico. For executing sworn statements, authentication of signatures or affidavits, the fees the PRDOH will compensate the Proposer at the unit process submitted with the Proposal. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Sworn Statements.

The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Sworn Statements.

Task 12: Notarial Deeds ("Escritura Pública")

Per Unit

The Attorney-Notary Public shall draft and execute notarial deeds and all other necessary documents to remove liens, judgment or any defects to achieve title clearance to, amongst others, constitute a clear title on real property owned by PRDOH or any other governmental agency, and for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Property Registry. All notarial or public documents authorized, including public deeds and notarial certificates, whether they are originals or certified copies, and services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended. For authorization of instruments concerning valuables, the notarial fees to be received shall be in the amount which results from

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applying the value of the assets subject to the documented legal transaction or where a thing or amount of a determinable value is involved, in accordance with the Notarial Fees Rates schedule established in Article 77 of Act No. 75, supra. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the Notary from charging the fees they believe reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates, and compensated powers of attorney in which the Notary renders an additional service as a lawyer.

The Tariff Act of the Puerto Rico Property Registry of 1970, as amended, establishes the tariffs to be paid for each Property Registry operation. In general, any document filed in the Registry, is subject to tariffs based on the amount of the transaction. Also, according to the Notarial Tariff Act of 1943, Act No. 101 of May 12, 1943, as amended, on each original document or instrument entered by a Notary for its official registration and copies thereof, there shall be affixed and cancelled internal revenue stamps based on values and denominations established therein.

The Proposer will be responsible for the payment of any fees, tariffs, and internal revenue stamps associated to the preparation, execution, and filing of the Notarial Deed. In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The contract will include an allowance for this. The Selected Proposer(s) may submit, with their invoice, a detailed account of the costs incurred as well as documented proof supporting the costs to request reimbursement.

The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Notarial Deeds.

Task 13: Notarial Deed Presentation to Property Registry **Per Unit**

Consists of the presentation of Notarial Deed that was not prepared by the Proposer. The PRDOH will reimburse the Proposer any Property Registry tariffs and Internal Revenue Stamps or Seals as established by law.

Deliverable: Proof of Notarial Deed presentation before the Property Registry.

Task 14: Request of Notarial Deed Certified Copy **Per Unit**

This task applies in cases where it is necessary that the Proposer requests and obtains a certified copy from the General Notary Public ("Archivero Notarial") and/or any Notary Public office. The PRDOH will reimburse to the Proposer any fees and Internal Revenue Stamps or Seals as established by law.

Deliverable: Copy of the Notarial Deed Certified Copy.

Task 15: Request of Certified Copies in Court **Per Unit**

This task applies in cases where it deems necessary to request and obtain a certified copy from the Court. The PRDOH will reimburse the Proposer any fees and Internal Revenue Stamps or Seals as established by law.

Deliverable: Copy of the Certified Copies obtained from Court.

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Task 16: Proof of Ownership Evidence to Justify ("Expediente de Dominio") **Per Unit**

The Attorneys at Law-Notary Public shall be responsible to file a sworn statement with the Court of First Instance of the territory in which the property is located, or in the territory where its main portion is located if it is a property located in several territorial demarcations. Said statement shall contain, among others:

- The name and other personal data of the applicant and their spouse, if any, at the time of acquiring ownership of the property and at the time of making the application, if different
- An exact description of the property with its boundaries and dimensions
- The code number as it appears in the Bureau of Assessment of the Department of the Treasury
- The fact that the property does not appear recorded in the Property Registry
- A list of the encumbrances on the property, if any, and if not, the fact that it is free of encumbrances
- A list of the known previous owners with a statement on the personal data of the immediate previous owner
- The way the property was acquired from the immediate previous owner
- The length of time the applicant and the previous owners possessed the property publicly, peacefully, continuously, and as owners
- The fact that the property, or in the case of a merger, those which compose it, with their alleged present dimensions, has maintained the same configuration during the terms provided by the Puerto Rico Civil Code
- The present value of the property
- The legal proof to be presented
- Other allegations which, by law, may be in order in each case

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The Attorney at Law will also be responsible for notifying, either personally or by certified mail, all parties required under Act 210 of December 8, 2015, as amended. This task will also entail the publication of the edict as required by Act 210, and any court appearances and follow-up of the case with the court until completed. Refer to 30 LPRA § 6291 for more details on notifications and summons procedures. The Proposer will be responsible for the payment of any fees associated to the preparation, filing and notification of the case with the Court, as established by law.

This task assumes that the judicial proceedings will be *ex parte*.

The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program.

Deliverable: Copy of the documents produced for this task.

Task 17: Additional Legal Tasks **Allowance**

These services shall include, but are not limited to the following tasks/deliverables:

- Court appearances.
- Fees and costs associated with filing, withdrawing and notifying title documents in the Registry of Property or Court.
- Segregation or Subdivision of any tract, lot or parcel of land.
- Any other task necessary to complete the objectives of the CDBG-DR Title Clearance Program that is not encompassed in the other legal services listed in this Scope of Services.

In order to perform services under the Allowance, the Proposer must first obtain written authorization from the PRDOH or its designee, by means of a Request for Authorization (**RFA**) to be submitted to the PRDOH for each additional service. The Proposer will not be reimbursed for any Allowance-related task unless authorized in advance by PRDOH.

Task 18: Title Clearance Specialist **Per Hour**

Coordinate with Applicants and procure any information, documents or certifications required from the Applicant, related to title-related services; procure any documents and/or certifications from or deliver to any agency, public corporation or any other instrumentality of the Commonwealth of Puerto Rico, including but not limited to: the Health Department (Demographic Registry); Department of Justice (Property Registry); Treasury Department; Department of Economic Development and Commerce (OGPe for its Spanish acronym); Puerto Rico's Judicial Branch (Court Administration Office and Supreme Court (ODIN and Registry of Testaments)); Municipal Revenue Collection Center (CRIM for its Spanish acronym); Municipalities; or any other entity.

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This task will also include monitoring processes and follow up with any of the entities on any existing requests related to Applicant's title-related services.

Deliverable: Any document or certification required to comply with this task.

Task 19: Notary Services ("Protocolización") for Power of Attorney granted outside of Puerto Rico **Per Unit**

The Attorney-Notary will include in his protocol the powers of attorney granted outside of Puerto Rico to be legally effective in this jurisdiction (as established under the Puerto Rico Notary Law, Law No. 75 of July 2, 1987, as amended, and the Notary Regulations). This service includes the notification to the Registry of Powers of Attorney within **three (3) days** after completing the process, in accordance with Article 76 of Law 75, supra and rules 60 and 61 of the Notary Regulations. The contractor shall be responsible for processing the Certification attesting that the power of attorney has been submitted to the Notary's Inspection Office (Oficina de Inspección de Notarías "ODIN"). Attorneys at Law - Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Selected Proposer will be responsible for the payment of any fees associated to the preparation and execution of this task. PRDOH will compensate the Selected Proposer at the unit prices pre-established.

Deliverable: Copy of the documents produced for this task.

Task 20: Taking ("Expropiación Forzosa de Propiedad") **Per Unit/Per Hour**

This task begins by filing a Complaint before the Court with jurisdiction (Municipality where the property is settled). The following documents, which will constitute the "Taking File" (Legajo de Expropiación), must be attached to the complaint:

- 1) Property description (as it appears in the Property Registry); cadastral reference number; interested parties, estimated fair compensation and public purpose description. The assets

inside the property will be identified and valued, in case the petitioner is interested in obtaining the ownership of said goods.

- 2) The Proposer shall obtain a Property Title Certification issued within the **six (6) months** period prior to the filing of the complaint. A Title Search must be included in cases where the certification was issued prior to the **six (6) month** period, but in a date that exceeds the **three (3) months** prior to the filing of the complaint.
- 3) Location query.
- 4) Plot Plan.
- 5) Appraisal.
- 6) A declaration for the acquisition and material delivery of the property.
- 7) Resolution draft.

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.

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The Proposer shall perform any other tasks necessary to complete the objectives of the Title Clearance Program or the Home Repair, Reconstruction or Relocation (**R3**) Program for CDBG-DR.

Deliverable: Copy of the documents produced for this task and the Judgment issued by the Court.

Task 21: "Usucapión"

Per Unit/ Per Hour

This task will be performed in cases where the participant meets the requirements for "usucapión" as established in Articles 777 to 795 of the Civil Code of Puerto Rico of 2020.

According to the Civil Code, once the term for the "usucapión" to be consumed has elapsed, the acquirer (participant) may file an action to be declared the property owner. The Judgment issued by the Court will constitute the title to be registered in the Registry of Property of Puerto Rico.

For this task, the cases must be evaluated case by case by the Selected Proposer(s). The procedure for this task could include some of the requirements of Article 185 of the Real Property Registry Act of the Commonwealth of Puerto Rico (30 LPRA § 1821). Given the procedure's complexity, at the moment, it is difficult to make a detailed and/or specific description of the task. Nevertheless, this action and/or task begins with a Petition, and the procedures and/or subsequent steps will vary depending on the specific facts of the case.

Prior and preparatory efforts and the filing of 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.

Deliverable: Copy of the Judgment issued by the Court, registration in the Registry of Property of Puerto Rico and all the documents produced for this task.

END OF SCOPE OF SERVICES

**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⁽¹⁾

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 ⁽²⁾	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⁽³⁾⁽⁴⁾

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 ⁽⁵⁾	1		
"Usucapión" for prior and preparatory efforts and the filing of the complaint ⁽⁶⁾	1		
Allowance		\$625,880.00	

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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.

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(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

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.

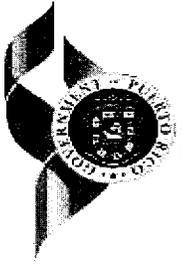
(8) The allowance will be distributed between the services and the Selected Proposer(s) as needed.

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

END OF COMPENSATION SCHEDULE

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PERFORMANCE REQUIREMENTS

The program will require tasks to be performed for each case through Canopy System.

Service Provider, including subcontractors, is directly responsible for ensuring accuracy, timeliness, and completion of all tasks assigned under this contract. Consequently, PRDOH reserves the right to request the removal of any staff not performing to standard.

I. Reports

The program will require periodic case status reports and has the prerogative to require any type of relevant report whenever deemed necessary.

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II. Meetings

The Program will schedule periodic meetings with contractors (service providers) to discuss cases status, compliance with contract terms and timely completion of tasks required by the Program, among others. The program may require the presence (or attendance) of any contractor or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

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III. DEADLINES PER TASK

Land Survey Services	
Land Survey; Plot Plan; Property Description; Segregation; Grouping; Filing and Registration with OGPe or Municipality	Thirty (30) days to complete all tasks needed for a particular case from the assignment date.
Appraisal services	Fifteen (15) days from the assignment date.
Title Search Services	
Title Searches Title Searches Updates	Ten (10) days from the assignment date.
Property Title Certifications	Three (3) days to make the request to Property Registry from the assignment date.
Legal/Notarial Services	
Sworn Statements	Ten (10) days from the assignment date.
Notarial Acts	Ten (10) days from the assignment date.
Petitions to Registry (Instancias)	Five (5) days to file the Petition from the date of notification of the Estate Certificate of Release from Dept. of Treasury (Declaration of heirship)

	Five (5) days to file the Petition from the date of notification of the Gift Certificate of Release from Dept. of Treasury. (Deed of Gift)
	Five (5) days to file the Petition from the date of notification of any other document that needs to be filed in the Registry.
Declaration of Heirship	Fifteen (15) days to correctly File the Petition with the Court, from the assignment date.
Notarial Deeds	Ten (10) days to execute it, from completion of successful title clearance services.
Proof of Ownership-Evidence to Justify (Expediente de Dominio)	Fifteen (15) days to correctly File the Petition with the Court, from assignment date.
Notarial Deed Presentation to Property Registry	Five (5) days from the assignment date.
Request of Notarial Deed Certified Copy	Five (5) days to make request from the assignment date.
Request of Certified Copies in Court	Five (5) days to make request from the assignment date.
Notary Services ("Protocolización") for Power of Attorney granted outside of Puerto Rico	Ten (10) days from the assignment date.
Taking (Expropiación Forzosa de Propiedad)	Fifteen (15) days to File case in Court from the assignment date.
Usucaption (Usucapión)	Fifteen (15) days to File case in Court from the assignment date.
Filing of title documents at Property Registry	Five (5) days from execution of deed or notification of court resolution.
Case Analysis	Five (5) days from the assignment date.
Certificates of Release	
Heirship	Five (5) days to File Petition from the assignment date.
Donation	

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The Performance Requirements may be modified if deemed necessary by Program (PRDOH), with written notification to the contractor.

PRDOH may impose liquidated damages against the contractor for any default to terms, conditions or requirements of the contract. The contractor shall pay to PRDOH as liquidated damages, **fifty dollars (\$50.00)** for each calendar day that any deliverable required is late until deemed in compliance, subject to a maximum of **one thousand dollars (\$1,000.00)** Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the work, is fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this

Contract, or to any other remedy provided for in the contract or by law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

As to reporting requirements, the Contractor shall complete and submit all reports, in such form and according to such schedule, as required hereunder and in accordance with the contract.

Performance requirements included in this document will apply to the contractor and any subcontractor, according to the contract.

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Engagement in proscribed conduct by the contractor may result in the cancellation of the contract, penalties under federal and state laws, such as Act No. 2 of July 4, 2018, and Act No. 1 of January 3, 2012, as amended, as well as federal and state regulations. Policies, procedures, directives, and executive orders may also be of application, according to contract terms.

END OF DOCUMENT



INSURANCE REQUIREMENTS
Request for Proposals
Title Clearance Program Services
Title Clearance Program
Community Development Block Grant – Disaster Recovery
Community Development Block Grant - Mitigation
Puerto Rico Department of Housing
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SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR ACQUISITIONS

LICITATION NUMBER- CDBG-DR-RFP-2022-07

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A. The subrecipient before starting to work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Puerto Rico Department of Housing (*PRDOH)**, the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

1. (X) State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the ***PRDOH** shall provide a letter to the successful bidder addressed to the State Insurance Fund.

2. (X) Commercial General Liability (Special form) including the following insurance coverage

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$2,000,000
• General Aggregate	\$2,000,000
• Products & Completed Operations	\$2,000,000
• Personal Injury & Advertising	\$2,000,000
• Fire Damage	\$500,000 (Any one Fire)
• Medical Expense	\$10,000 (Any one person)

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COVERAGE	LIMIT
II. Employer's Liability Stop Gap:	
<ul style="list-style-type: none"> • Bodily Injury by Accident 	\$2,000,000
Each Employee	\$2,000,000
Each Accident	\$2,000,000
<ul style="list-style-type: none"> • Bodily Injury by Disease 	\$2,000,000
Each Employee	\$1,000,000
Each Accident	\$1,000,000

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3. (X) Comprehensive Automobile Liability Form including the following insurance coverages

LIMIT
<ul style="list-style-type: none"> • Auto Liability - \$1,000,000 • Physical Damages - \$1,000,000 • Medical Payments - \$ 10,000
The Commercial Auto cover must be applied to the following symbols:
<ul style="list-style-type: none"> • Liability Coverage -1 • Physical Damages – 2 and 8 • Hired – Borrowed Auto – 8 • Non-Owned Auto Liability – 9

4. (X) Professional Liability for Program Manager, Land Surveyor, Appraisers, Lawyers Professional Liability, Title Clearance Specialist, Title Investigator, and any other professional related to the contract

Limit - \$5,000,000

- (X) A. Risk, interest, location and limits**
(X) A.1 Description of work to be done
(X) A.2 Limit:
- | | |
|---------------------|-------------|
| (X) each occurrence | \$5,000,000 |
| (X) Aggregate | \$5,000,000 |
| (X) Deductible | \$ 5,000 |

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(X) **A.3** Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

5. (X) Umbrella

Limit - 5,000,000

(x) **a.** The "PRDOH", HUD and the Government of Puerto Rico must be included as additional insured.

6. The policies to be obtained must contain the following endorsements including as additional insured the ***Puerto Rico Department of Housing (*PRDOH), U.S. Department of Housing and Urban Development (HUD), and the Government of Puerto Rico.***

- (X) **a. Breach of warranty**
- (X) **b. Waiver and / or Release of Subrogation**
- (X) **c. Additional Insured Clause**
- (X) **d. Hold Harmless Agreement**
- (X) **e. 30 Days Cancellation Clause**

7. The insurance carrier or carriers, which will present said certificates of insurance must have at least a B+ Rating according to the Best Rating Guide.

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.

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4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact.
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding, documents are opened, any of the documents referred to in paragraph a, b, and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ Rating according to the "Best Rating Guide".
3. Submit to the ***PRDOH** a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.

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4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Contract Division of the ***PRDOH**: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the ***PRDOH**.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the ***PRDOH** under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

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Therefore, we emphasize that prior to **starting to** work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the ***PRDOH** with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Contract Division of the ***PRDOH**.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *PRDOH reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "*Special Conditions of Insurance and Bonds*" as set forth in this **Insurance Requirements** shall prevail over any other insurance specifications.

G. CERTIFICATE OF CONTRACT DIVISION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "*Insurance and Bonds Special Conditions*"

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after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES:

PROFESIONAL SERVICES for

**Title Clearance Program Services
Community Development Block Grant – Disaster Recovery**

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December 9, 2022

Date

Sonia Damaris Rodriguez

Sonia Damaris Rodriguez

Insurance Specialist

CDBG-DR-Mitigation Programs



ATTACHMENT F HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>.

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

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3. BREACH OF CONTRACT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of **\$10,000 or more**, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

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8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides

that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The CONTRACTOR agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

12. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

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15. SUBCONTRACTING

When subcontracting, the CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

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the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500
that involve the employment of mechanics or laborers)**

The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**20. DAVIS-BACON ACT
(Applicable to construction contracts exceeding \$2,000 when required by Federal
program legislation)**

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, *et seq.*) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTORS or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

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21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

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22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the PRDOH as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act

of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Exec. Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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25. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)

CLEAN AIR ACT

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

WATER POLLUTION CONTROL ACT

- 1)--The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*
- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- 3)--The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

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The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 24 C.F.R. Part 58, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified

in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

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27. ANTI-LOBBYING (Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (**Section 3**). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian

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organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 76-252, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates. The office of special counsel operates a website that provides guidance concerning hatch act issues.

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33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

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35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 et seq.), which limits the political activity of employees.

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42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318(g).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

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equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of grants, loans,

loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

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34. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

45. LIMITED ENGLISH PROFICIENCY

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service

involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

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51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (**EPA**) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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END OF DOCUMENT



ATTACHMENT G

CONTRACTOR CERTIFICATION REQUIREMENT

F.S. SURVEYING LLC

I. Contractor (or Subrecipient) Certification Requirement:

1. The expected subcontractor(s) in connection with the contract¹ 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 owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation, or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

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.

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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.⁴ 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.

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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: 8/24/2023

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.



ATTACHMENT H

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

8/24/2023

Date

FERNANDO SANTIAGO ROSARIO

Printed Name

PRESIDENT

Position

WDRR
WDRR

FS
FS