



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

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



THIS AMENDMENT D to AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 13 of May, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **F.S. SURVEYING, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in Urb. Puerto Nuevo, Andalucía Ave. 511, Suite 2C, San Juan, Puerto Rico 00920, herein represented by Fernando Santiago Rosario, in his capacity as President, of legal age, married, and resident of Aibonito, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on September 16, 2019, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR-0019, for the performance of Title Clearance Program Services in connection with the CDBG-DR Program (the "Agreement").

WHEREAS, the PRDOH and the Contractor, agreed that, for allowable Title Clearance Program Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed of **EIGHT MILLION NINE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIVE DOLLARS WITH ZERO CENTS (\$8,913,705.00)** ending on September 15, 2022.

WHEREAS, on July 13, 2020 the Agreement was amended through Amendment A, registered as Contract No. 2020-DR0019A, to replace Attachment C (Scope of Work) and Attachment D (Compensation Schedule) to include the task of temporarily preparing a certain quantity of Title Studies for the cases belonging to the Home Repair, Reconstruction, or Relocation Program ("R3 Program"). The Amendment A increased the amount of the Agreement to a total adjusted amount of **EIGHT MILLION NINE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED FIVE DOLLARS WITH ZERO CENTS (\$8,951,205.00)**.

WHEREAS, on May 17, 2021 the Agreement was amended through Amendment B, registered as Contract No. 2020-DR0019B, which included but not limited to the following amendments: replaced the Attachment C (Scope of Services) and the Attachment D (Compensation Schedule) to include notary services to legalize Power of Attorney granted outside of Puerto Rico and to include services to acquire certificates of release form the Department of Treasury for donation deeds to be registered in the Property Registry. The Amendment B increased the total amount of the Agreement by **FIFTY-TWO THOUSAND THREE HUNDRED TWO DOLLARS AND SIXTY CENTS (\$52,302.60)** for an adjusted

total amount of **NINE MILLION THREE THOUSAND FIVE HUNDRED AND SEVEN DOLLARS WITH SIXTY CENTS (\$9,003,507.60)**.

WHEREAS, on December 22, 2021 (mistakenly written December 22, 2022), the Agreement was amended through Amendment C, registered as Contract No. 2020-DR0019C, to assign an additional fund **of TWO HUNDRED ELEVEN THOUSAND FOUR HUNDRED NIGHTY DOLLARS WITH ZERO CENTS (\$211,490.00)**, quantity which includes a new allocation of five thousand dollars (\$5,000.00) for "tariff costs" to account for required expenses in the processing of administrative requests, such as those in the Karibe System; being the total adjusted amount of the Agreement of **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NIGHTY SEVEN DOLLARS WITH ZERO CENTS (\$9,214,997.60)** for allowable Title Clearance Program Services performed during the term of the Agreement, ending on September 15, 2022.

WHEREAS, the Parties wish to amend the Attachment D (Compensation Schedule) by redistributing funds from Filing with OGPE, Land, Survey, Plot Plan and Notarial Deeds, for a total amount to be redistributed of **NINE HUNDRED EIGHTY THOUSAND DOLLARS WITH ZERO CENTS (\$980,000.00)** and be reallocated to Allowances. The Global total amount remains the same, **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NIGHTY SEVEN DOLLARS WITH ZERO CENTS (\$9,214,997.60)**.

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

WHEREAS, this Amendment D also conforms the agreement to federal, state, and local regulations and statutes.

WHEREAS, this Amendment D is not intended to affect nor does it constitute an extinctive novation of the obligations of the parties under the Agreement but is rather a modification and amendment of certain terms and conditions under this Agreement;

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

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

II. SCOPE OF THE AMENDMENT

Upon review of the services rendered to date, the current contract allowance will not cover all the required operational costs F.S. Surveying, PSC throughout the life of the contract, which ends in September 15, 2022. Almost all the allowance allocated for the contract has been obligated to date. Therefore, to ensure continued and efficient execution of tasks by the service provider to support the Program's operations, the service vendor's contract should experience an increase in the available budget for allowance. The proposed amendment will redistribute funds from Filing with OGPE, Land, Survey, Plot Plan and Notarial Deeds, for a total amount to be redistributed of \$980,000.00 and be reallocated to Allowances.

III. AMENDMENT

A. The Parties agree to replace **Attachment D** (Compensation Schedule)

The Parties agree to replace **Attachment D** (Compensation Schedule) by redistributing THREE HUNDRED THIRTY THOUSAND DOLLARS WITH ZERO CENTS (\$330,000.00) funds from Filing with OGPE, FOUR HUNDRED FIFTY THOUSAND DOLLARS WITH ZERO CENTS (\$450,000.00) from Land, Survey, Plot Plan and TWO HUNDRED THOUSAND DOLLARS WITH ZERO CENTS (\$200,000.00) from Notarial Deeds, for a total amount to be redistributed of **NINE HUNDRED EIGHTY THOUSAND DOLLARS WITH ZERO CENTS (\$980,000.00)** and be reallocated to Allowances. The global total amount remains the same, **NINE MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED NIGHTY SEVEN DOLLARS WITH ZERO CENTS (\$9,214,997.60)**.
(See Attachment 1)

B. All other terms and conditions of the Agreement remain unchanged.

C. Each party represents that the person executing this Amendment D has the necessary legal authority to do so on behalf of the respective party.

IV. HEADINGS

The titles to the paragraphs of this Amendment D solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

VI. SUBROGATION

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

VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment D and any subsequent amendment hereto. The services object of this Amendment may


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

VIII. ENTIRE AGREEMENT

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

IX. SEVERABILITY

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

X. COUNTERPARTS

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

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

**PUERTO RICO DEPARTMENT OF
HOUSING**

F.S. SURVEYING, LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (May 13, 2022 15:41 EDT)

William O. Rodríguez Rodríguez, Esq.
Secretary

Fernando Santiago
Fernando Santiago (May 9, 2022 11:31 EDT)

Fernando Santiago Rosario
President

Revised Compensation Schedule for Amendment D

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

Total Contract Amount: \$9,214,997.60

GENERAL MANAGEMENT AND ADMINISTRATION

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	80	\$249.06	\$19,925.00
36 Months of Management and Administration:				\$717,300.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
01: Land Surveyors					
01.A: Land Survey, Plot Plan, and Property Description					
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$575.00	2,400	EA	\$1,800,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$650.00		EA		
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00		EA		
Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$1,750.00		EA		
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$2,200.00		EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,100.00	150	EA	\$180,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas)	\$1,100.00		EA		
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,200.00		EA		
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,400.00		EA		
Lots/Parcels from 11,971 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$2,250.00		EA		
01.C: Segregation Plan, Profiles Plot Plan and Descriptions	\$700.00	150	EA	\$105,000.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$1,250.00	150	EA	\$187,500.00	
01.E: Filing of Registration Plans with OGPe/Municipality	\$550.00	650	EA	\$357,500.00	Filing fees required in excess of \$100 will be submitted for reimbursement.
02: Appraisals	\$346.87	1,500	EA	\$520,305.00	
03: Title Searches	\$75.00	3,000	EA	\$225,000.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$75.00	1,500	EA	\$112,500.00	
05: Petitions to Registry ("Instancias")	\$550.00	375	EA	\$206,250.00	
06: Notarial Act ("Acta Notarial")	\$500.00	375	EA	\$187,500.00	
07: Declaration of Heirship ("Declaratoria de Herederos")					
Declaration of Heirship Completed & Pending Presentation in Registry	\$1,190.00	375	EA	\$637,500.00	The cost represents 70% of the total cost for the task. Vendor may invoice 70% of the task once the Declaration of Heirship is duly executed and pending presentation at the Property Registry.
Declaration of Heirship Completed & Presented in Registry	\$510.00				The cost represents 30% of the total cost for the task. Vendor may invoice 30% of the task once the Declaration of Heirship is presented to the Property Registry.
08: Sworn Statement ("Declaración Jurada")	\$25.00	3,000	EA	\$75,000.00	
09: Notarial Deeds ("Escritura Pública") In compliance with Article 77 of Act 75 of July 2, 1987, as amended, for the authorization of instruments of valuables or in which a thing or amount of determinable value whose value exceeds \$10,000, but does not exceed \$5,000,000 dollars, the notarial fees fixed will be established by agreement between the parties, but will never be greater than 1% nor less than 0.5% of its value.	0.50%	1,000	EA	\$400,000.00	For calculating the Total Cost it is assumed that all task quantities are for transactions with a value of \$80,000. Percentage fee does not include Property Registry Tariffs, nor does it include Internal Revenue Stamps or Seals. These will be reimbursed, at cost, to the Proposer as established by law.
10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")	\$2,850.00	300	EA	\$855,000.00	
Total Per Unit Tasks:				\$5,849,055.00	

GENERAL MANAGEMENT AND ADMINISTRATION (R3 Program)

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	10	\$249.06	\$2,490.60
21 Months of Management and Administration:				\$52,302.60

PER UNIT TASKS (R3 Program)

Revised Compensation Schedule for Amendment D

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

F.S. Surveying, PSC

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

Sub-Total Base Contract Cost (TC):	\$6,566,355.00
Sub-Total Base Contract Cost (R3):	\$89,802.60
Sub-Total Base Contract Cost (All Programs):	\$6,656,157.60

CONTRACT ALLOWANCES

Allowance Title	Amount	Notes
Allowance for Tariffs, Internal Revenue Stamps or Seals, and Filing of Registration Plans with OGPe/Municipality: To be used for the reimbursement of costs incurred by Proposer in Property Registry Tariffs, Internal Revenue Stamps or Seals, and filing fees for Registration Plans with OGPe/Municipalities in excess of \$100.	\$849,750.00	Assumes that all Petitions to Registry ("Instancias"), Declaration of Heirship ("Declaratoria de Heredero"), and Notarial Deeds ("Escritura Publica") are for a value of \$80,000. Therefore, each Notarial Deed will have Tariffs and Internal Revenue Stamps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heirship will have a Tariffs in the amount of \$285.00. Assumes reimbursement of any amount in excess of \$100 related to filing of Registration Plans with OGPe/Municipality for each individual lot within a property.
Allowance for Tariffs Costs: To be used for the reimbursement of costs incurred by Proposer in the processing of administrative requests, such as those in the Karibe system, that are less than \$100.	\$5,000.00	
Allowance for Additional Services: To be used for the compensation of any additional services as identified in the Scope of Work. Compensation will be at the unit prices and rates proposed in the Additional Services Table below.	\$1,704,090.00	

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ADDITIONAL SERVICES

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









Amendment D FS Surveying

Final Audit Report

2022-05-13

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