



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

**AMENDMENT A TO AGREEMENT FOR  
REPAIR AND PREVENTIVE MAINTENANCE SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
MULTISERVICIOS KOQUI, LLC  
Contract No. 2021-DR0106**



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**THIS AMENDMENT A TO AGREEMENT FOR REPAIR AND PREVENTIVE MAINTENANCE SERVICES**, (hereinafter referred to as the "**Amendment**") is entered into in San Juan, Puerto Rico, this 9 day of February, 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 **MULTISERVICIOS KOQUI, LLC** (hereinafter, the "**CONTRACTOR**"), with principal offices in Calle H D29 Bairoa Golden Gate 2 Caguas, Puerto Rico 00727, herein represented by Reynaldo Carrasquillo Ríos, in his capacity as President, of legal age, married, and resident of Caguas, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the "**Parties**").

**I. RECITALS AND GENERAL AWARD INFORMATION**

**WHEREAS**, on March 9, 2021, the PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2021-DR0106, for the performance of repair and preventive maintenance services in connection with the CDBG-DR Program (the "**Agreement**").

**WHEREAS**, the PRDOH and the Contractor, agreed that, for allowable Repair and Preventive Maintenance Services performed during the term of the Agreement, PRDOH would pay a maximum amount not to exceed **ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$106,250.00)**; to the Contractor from **Account Number R02A01ADM-DOH-NA 4410-01-00**, ending on March 7, 2022.

**WHEREAS**, this Parties wish to amend the Agreement to increase the total amount of the Agreement by **ONE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$106,250.00)** for an adjusted amount of **TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$212,500.00)**.

**WHEREAS**, the Parties also wish to amend the Agreement to extend the performance period for an additional year, ending on March 8, 2023.

**WHEREAS**, this Amendment also conforms the Agreement to federal, state, and local regulations and statutes.

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

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

**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. AMENDMENT:**

- A. The Parties agree to replace Attachment B Cost Form with an amended Attachment B Cost Form. (See **Attachment I** of this **Amendment A**)
- B. The Parties agree to replace **paragraph A** in **Article II. TERM OF AGREEMENT**, as follows:

*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 twelve (12) months, ending on March 8, 2023.*

- C. The Parties agree to replace **paragraph B** in **Article IV. COMPENSATION AND PAYMENT**, as follows:

*B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$212,500.00)**; Account Number R02A01ADM-DOH-NA 4410-01-00 / R02A01ADM-DOH-NA 4190-13-000 / R02A01ADM-DOH-NA 4410-01-000.*

- D. The Parties agree to replace **paragraph K** in **Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**, as follows:

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

- E. The Parties agree to replace **Article XXVII. CDBG-DR POLICIES AND PROCEDURES**, as follows:

**XXVII. CDBG-DR POLICIES AND PROCEDURES**

*In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR 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 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 Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.*

- F. The Parties agree to replace **Article XXVIII. SECTION 3 CLAUSE**, as follows:

**XXVIII. 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*

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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 impediment 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 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

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*opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts 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.*

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

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

### **III. HEADINGS**

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

### **IV. 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.

### **V. 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.

### **VI. COMPTROLLER REGISTRY**

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

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**VII. ENTIRE AGREEMENT**

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

**VIII. 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.

**IX. COUNTERPARTS**

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

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**MULTISERVICIOS KOQUI, LLC**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (Feb 9, 2022 18:03 AST)

**William O. Rodríguez Rodríguez, Esq.**

Secretary

Reynaldo Carrasquillo Ríos

Reynaldo Carrasquillo Ríos (Feb 4, 2022 14:07 AST)

**Reynaldo Carrasquillo Ríos**

President

DUNS No. 117214315

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GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

# ATTACHMENT I

**Attachment B**  
**COST FORM**  
**SMALL PURCHASE**  
**Repair and Preventive Maintenance Services**  
**Community Development Block Grant – Disaster Recovery**  
**Puerto Rico Department of Housing**  
**[Revised for Amendment A]**

**Name of Supplier:** Multiservicios Koqui, LLC

Position	Quantity of Resources by Position [A]	Estimated Hours [B]	Hourly Rate [C]	Total Cost [D=B X C]
Handyman	1	2,750	\$45.00	\$123,750.00
Allowance				\$88,750.00
<b>Total Quote</b>				<b>\$212,500.00</b>

**Notes on Cost Form:**

- 1) The number of handyman's may fluctuate depending on the project or service. Vendor may use an invoice for more than one handyman but not to exceed 1,500 hours yearly.
- 2) Hourly Rates include overhead, profit, royalties, reimbursements, taxes, fringe benefits, as well as any other additional fees and administrative costs applicable to the services. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- 3) Services will be provided on an on-call basis by the contractor.
- 4) 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.
- 5) Refer to Section 4 of the Scope of Work for more information regarding the Allowance.

Supplier's Authorized Representative Signature

Date

Supplier's Authorized Representative Printed Name









# Amendment A Multiservicios Koqui LLC

Final Audit Report

2022-02-09

Created:	2022-02-04
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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