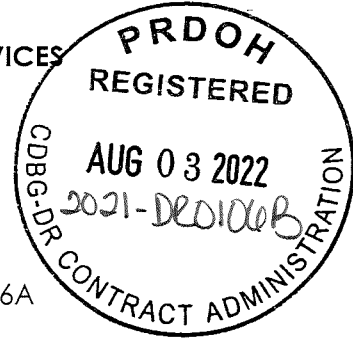




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AMENDMENT B TO AGREEMENT FOR  
REPAIR AND PREVENTIVE MAINTENANCE SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
MULTISERVICIOS KOQUI, LLC  
Contract No. 2021-DR0106  
As amended by Contract No. 2021-DR0106A**



**THIS AMENDMENT B TO AGREEMENT FOR REPAIR AND PREVENTIVE MAINTENANCE SERVICES**, (hereinafter referred to as the "**Amendment**") is entered into in San Juan, Puerto Rico, this 2 day of August, 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**).

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**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 AND FIFTY DOLLARS (\$106,250.00)**; to the CONTRACTOR from **ACCOUNT NUMBER R02A01ADM-DOH-NA 4410-01-000**, ending on March 8, 2022.

**WHEREAS**, the Agreement was amended on February 9, 2022, through Amendment A, registered as Contract No. 2021-DR0106A, to increase the total amount to **TWO HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$212,500.00)** and to extend the period of performance for an additional year, ending on March 8, 2023.

**WHEREAS**, the Parties wish to amend the Agreement to replace Attachment D (Cost Form) with an amended Attachment D (Cost Form).

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

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

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

**TERMS AND CONDITIONS**

**II. SCOPE OF AMENDMENT:**

Due to the expansion of the CDBG-DR Headquarters in the Juan C. Cordero Dávila Building, the PRDOH Operations Division is in need of increasing the repair and maintenance services. Taking into consideration the needs of the Operations Division of the services provided by the CONTRACTOR, the Parties agree to the following amendment: (i) reallocate fifty thousand dollars (\$50,000.00) from the "Allowance" section to the "Handyman" section of Attachment D - Cost Form.

**III. AMENDMENTS**

- A. The Parties wish to replace Attachment D – Cost Form with an amended Attachment D – Cost Form. (**See Attachment I of this Amendment B**).
- B. On April 4, 2022, the Federal Government stopped the use of the DUNS Number as the primary means of identity identification for Federal awards government-wide and replaced it with the Unique Entity Identifier (**UEI**). Accordingly, the Parties agree to replace the DUNS Numbers with the following Unique Entity Identifier:  
  
PUERTO RICO DEPARTMENT OF HOUSING  
Unique Entity ID: **FFNMUBT6WCM1**  
  
MULTISERVICIOS KOQUI, LLC  
Unique Entity ID: **GS7CXSDQQR3**
- C. All other terms and conditions of the Agreement remain unchanged.
- D. Each party represents that the person executing this Amendment B has the necessary legal authority to do so on behalf of the respective party.

**IV. 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.

**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

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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 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.

#### **VIII. 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.

#### **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) days** of execution by the other party, this Amendment shall be null and void.

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

The terms and conditions of this Amendment B related to the following subjects shall survive the termination or expiration of this Amendment B: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Amendment B shall so survive.

**[SIGNATURES ON THE FOLLOWING PAGE]**

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IN WITNESS THEREOF, the parties hereto execute this Amendment 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 (Aug 2, 2022 18:01 EDT)

William O. Rodríguez Rodríguez, Esq.  
Secretary

*Reynaldo Carrasquillo Ríos*  
Reynaldo Carrasquillo Ríos (Aug 2, 2022 15:04 EDT)

Reynaldo Carrasquillo Ríos  
President

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

**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	3,861.11	\$45.00	\$173,750.00
Allowance				\$38,750.00
<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 3,861 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.

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Reynaldo Carrasquillo Ríos

Reynaldo Carrasquillo Ríos (Aug 2, 2022 15:04 EDT)

Supplier's Authorized Representative Signature

Reynaldo Carrasquillo Ríos

Supplier's Authorized Representative Printed Name

08/02/2022

Date











# Amendment B Multiservicios Koqui

Final Audit Report

2022-08-02

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By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
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