

PUERTO RICO ELECTRIC POWER AUTHORITY
PROFESSIONAL SERVICES CONTRACT 2019-P00050 A
FIRST AMENDMENT

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority (PREPA), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/Executive Director, mister José F. Ortiz Vázquez, of legal age, married, engineer, and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: Global Consultas Asociados, Inc. (Contractor), a corporation organized and existing under the laws of Puerto Rico, herein represented by its President, Ivan Romero Peña, of legal age, married, and a resident of San Juan, Puerto Rico duly authorized to appear in representation of the Contractor by Corporate Resolution dated May 1, 2019.-----

Both PREPA and Contractor are herein individually referred to as a "Party" and collectively referred to as the "Parties".-----

WITNESSETH

WHEREAS, PREPA, by virtue of its enabling act (Act 83), has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs, and operations of PREPA;-----

WHEREAS, Pursuant to Section 205 (2) (d) of Act No. 83, competitive bidding shall not be necessary when professional or expert services or work are required and PREPA deems it in the best interests of good administration for such works or services to be contracted without such announcements. -----

WHEREAS, Mister Fernando Padilla Padilla, PREPA's Restructuring Officer and Fiscal Affairs Administrator, needs the services offered by the Contractor in order to

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appraise an inventory of PREPA's properties, as part of PREPA's privatization process.-----

WHEREAS: The Appearing Parties executed Professional Services Contract 2019-P00050 on January 11, 2019, with a maximum amount of two hundred twenty-five thousand dollars (\$225,000) and effective until June 30, 2019. -----

WHEREAS: PREPA's Project Management and Innovation Office needs to change the scope of work of the Contract to include the development of a study regarding the demarcations of each one of PREPA's power plants. -----

WHEREAS: It is necessary to increase the maximum amount of the Contract by two hundred seventy five thousand dollars (\$275,000) until June 30, 2019, to cover the additional services required by mister Padilla Padilla.-----

NOW THEREFORE, in consideration of the mutual agreements and the terms and conditions set forth herein, PREPA and the Contractor agree as follows: -----

TERMS AND CONDITIONS

FIRST: The Parties agree to amend item A, Scope of Services, of Article I of the Contract, to include the following tasks: The Contractor shall perform a study of conformance of demarcations for each lot, including demarcations between PREPA properties and public property or maritime-terrestrial areas. The studies shall include a plot plan of each lot with a description of its property boundaries and shall be certified by a professional licensed in Puerto Rico (New Tasks). The New Tasks shall be completed by May 20, 2019.-----

The remaining sentences and paragraphs of Article I of the Contract not affected by this Amendment shall remain unaltered and fully enforceable. -----

SECOND: The Parties agree to amend item B, Fees, of Article 1 of the Contract, to include the fees for the New Tasks added and described on item FIRST of this Amendment, which are included as part of the First Amendment, as Appendix A. -----

THIRD: In accordance with Article III. Compensation and Payment, the Parties agree to increase the Contract Amount by two hundred seventy five thousand dollars (\$275,000), from two hundred twenty-five thousand dollars (\$225,000) to five hundred thousand dollars (\$500,000). The payment to be made under this Contract will be charged to account 01-4019-92320-556-673.-----

The remaining sentences and paragraphs of Article III of the Contract not affected by this Amendment shall remain unaltered and fully enforceable. -----

FOURTH: Payment for services object of this Contract will not be made until this First Amendment is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Act 18 of October 30, 1975, as amended. -----

FIFTH: The Contractor acknowledges and accepts that he is knowledgeable of the rules of ethics of his profession and assumes responsibility for his own actions. -----

SIXTH: All other terms and conditions, stipulations, insurances and requirements established in the Contract shall remain unaltered and fully enforceable. -----

IN WITNESS THEREOF, the Parties hereto execute this First Amendment to the Contract as of the 21 of May, 2019.-----

PUERTO RICO ELECTRIC POWER
AUTORITY

José F. Ortiz Vázquez
Chief Executive Officer
Tax Id Number: 660-43-3747

CONTRACTOR

Iván Romero Peña
President
Tax Id. Number: 660-73-6894

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Site	Fee
Palo Seco	\$16,542.00
Aguirre	30,897.00
Costa Sur	19,479.00
Mayaguez	9,078.00
San Juan	17,526.00
Guaynabo	3,573.00
TOTAL	\$97,095.00
Site	Fee
Ofic Com. Carolina	\$ 3,750.00
Ofic Com. Fajardo	3,750.00
Ofic Com. Manatí	3,750.00
Ofic Com. Mayaguez	3,750.00
Ofic Com. Puerto Nuevo	3,750.00
Ofic Com. Toa Baja	3,750.00
Ofic Com. San Germán	3,750.00
Solar Barrio Obrero	3,750.00
Solar Oper Tecn. Guaynabo	3,750.00
Ofi Uso Indebido ICEE Ponce	3,750.00
TOTAL	\$37,500.00
Site	Fee
Antigua Ofic Com Arecibo	\$ 7,500.00
Solar Finca Ave Iturregui	3,500.00
Finca Tortuguero	25,000.00
Central Nuclear Bonus	25,000.00
Antigua Oficina Com Rio Piedras	7,500.00
Solar Santa Rita Rio Piedras	3,500.00
Edificio Del Valle	10,000.00
Caso KEF2014-0162	4,500.00
Caso KEF2003-0685	5,500.00
Caso KEF2008-0382	4,500.00
Caso KEF2008-0389	3,900.00
Caso KEF-2012-0324	3,750.00
Caso KEF-2007-0330	4,500.00
Caso KEF-2011-0218	4,500.00
TOTAL	\$113,150.00
Agrimensuras	\$97,095.00
Estudios de Renta	37,500.00
Tasaciones	113,150.00
Gerencia y Legal	27,255.00
Total	\$275,000.00

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