

GOVERNMENT OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2020-P00055 A

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 (Act 83), represented in this act by its Chief Executive Officer/Executive Director, José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: Carrasquillo Engineering Services Group, PSC ("Contractor"), a professional services corporation, with offices at 601 Edificio Pesquera Henares Del Parque St. Suite 703 San Juan, P.R. 00909, herein represented by its, Operations Manager, Ivan E. López Baez, of legal age, married, professional engineer and a resident in San Juan, Puerto Rico, duly authorized to appear in representation of the Contractor by Resolution dated June 15, 2020.-----

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

-----RECITALS-----

WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient for its activities, programs, and operations. -----



WHEREAS: The appearing Parties executed Professional Services Contract 2020-P00055 (Contract) on November 22, 2019, to provide design and consulting services regarding the Aguirre Wastewater Treatment Plant Improvements, Outfall Pumpwell Structure Rehabilitation Design and Engineering Work. The Contract had a maximum amount of one hundred and thirty-two thousand three hundred and nineteen dollars and twenty-seven cents (\$132,319.27) (Contract Amount) through June 30, 2020.

WHEREAS: On March 2020, the Governor of Puerto Rico issued Executive Orders OE-2020-023 and OE-2020-029 due to the Coronavirus (COVID-19) pandemic. This situation halted all the Contract work. Due to these circumstances, the repair, rehabilitation and design schedule, which would have been finished on June 30, 2020, will not be completed by said date. -----

WHEREAS: For the abovementioned situation the Project Management Office (PMO), requested a time extension for the Contract, from July 1, 2020 to June 30, 2021, with an increase in its Contract Amount of one hundred thirty-two thousand three hundred and nineteen dollars (\$132,319) for Fiscal Year 2020-2021. -----

THEREFORE: In order to continue receiving the Contractor's services the Parties hereby agree to enter into this First Amendment under the following: -----

**TERMS AND CONDITIONS**

FIRST: The Parties agree to amend Article 4. Contract Term, to extend its term from July 1, 2020 to June 30, 2021. The remaining language of Article 4, as amended, shall remain unaltered and fully enforceable. -----



SECOND: The Parties agree to amend Article 6, Payment, to increase the Contract Amount by one hundred thirty-two thousand three hundred and nineteen dollars (\$132,319) for Fiscal Year 2020-2021. The Parties recognize that the total Contract Amount will be two hundred sixty-four thousand six hundred thirty-eight and twenty-seven cents (\$264,638.27). The remaining language of Article 6, as amended, shall remain unaltered and fully enforceable. -----

All payments performed under this Amendment will be charged to PREPA's budget account number 1861-18751-000-000. -----

THIRD: As for the original Contract, Contractor will continue to comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly, Act 237-2004, as amended, which establishes uniform contracting requirements for professional services.

A. Contractor shall provide, at the execution date of this Second Amendment, the following documents: -----

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that Contractor does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor has filed his Income Tax Return for the last five (5) tax years. -----
3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Contractor does not owe any tax. -----



4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Contractor has filed the Personal Property Tax Return to such governmental agency. -----
5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
6. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (social security for chauffeurs), or is paying such contributions by an installment plan and is in full compliance with its terms.-----
7. Certificate issued by the Puerto Rico Child Support Administration (ASUME) assuring that Contractor is in compliance with the collection of child support payments. -----
8. A copy of the Merchant Registration Certificate. -----
9. Puerto Rico Sales and Use Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor is in compliance with it. -----



10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Section A are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. If any of the certifications listed in this Section A shows a debt, and Contractor has requested a review or adjustment of this debt, Contractor hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each subcontractor, if any approved by PREPA, whose service Contractor has secured in connection with the Services to be rendered under the Contract and shall send evidence to PREPA to demonstrate its compliance with this requirement. -----

FOURTH: Contractor understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications are submitted to PREPA.

FIFTH: The Parties agree that all other terms, conditions, specifications, stipulations,



insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

In WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment to the Contract in San Juan, Puerto Rico, on this 26 day of June, 2020. -----

Puerto Rico Electric Power Authority

Carrasquillo Engineering Services  
Group, PSC



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José F. Ortiz Vázquez  
Chief Executive Officer



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Iván E. López Báez  
Operations Manager

