

COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY  
VEGETATION MANAGEMENT CONTRACT

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 of May 2, 1941, No. 83, as amended, 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.

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AS SECOND PARTY: Master Link Corporation ("Contractor"), a corporation formed and existing under the laws of Puerto Rico authorized to do business in Puerto Rico, with a place of business at Carr. #2 Km. 55.3, Bo. Palenque Barceloneta, PR 00617, herein represented by President, Carlos A. Morales Vázquez, of legal age, single, owner of Master Link Corp. and resident of Bayamón, PR, who has authority to enter into this contract by virtue of Resolution dated January 27, 2020.

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, As established in Section 205 (1) of Act 83, all purchases and contracts for supplies or services, except personal services, made by PREPA, including its capital construction contracts, shall be made by calling for bids with sufficient time before the

date the bids are opened so that PREPA can guarantee proper knowledge and appearance of competitive bidders.

WHEREAS, Pursuant Section 205 (2) (f) of Act No. 83 a competitive bidding shall not be necessary when in the judgment of the Governing Board, a competitive request for proposal (RFP) process for the acquisition of goods, equipment, materials or services must be carried out to encourage greater competition, reduce the risk of collusion and promote the best possible terms and conditions in benefit of greater savings and reduction of costs and operational expenses of PREPA.

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WHEREAS, on March 27, 2019, PREPA's Governing Board authorized the Office of Restructuring, Fiscal Affairs and Innovation to proceed with the issuance of an RFP to award a contract or contracts, as needed by PREPA through Resolution 4690.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Contract, and other good and valuable consideration, the parties have agreed to enter into this Contract under the following:

Terms and Conditions

ARTICLE 1: Scope of Contract

The Contractor shall provide cut, uncoupling or pruning of trees or bushes, chemical treatments of the vegetation that are demonstrably cost effective, efficacious and environmentally acceptable with minimal deleterious effects on the multiple values associated with the ecosystems, clearing paths that interfere or may interfere towards the power lines right of way, coordinating accesses with governmental entities and/or private property owners, cycle-based maintenance, dead/diseased tree removal and individual

tree removals, emergency work, mowing, mulching, preliminary and periodic assessments of work, right of way clearing, waste removal and other auxiliary tasks required for completion of the objectives. All in strict accordance with the provisions of this Contract, RFP 88266, Vegetation Management, Proposal Forms, and Contractor's Bidding Proposal (attached hereto as Appendix A), all of which are hereby made a part. All clarifications submitted by PREPA and responses to Request for Information provided by the Contractor in RFP 88266 are part of this Contract. In the event of an emergency and when specifically requested by PREPA, Contractor shall make the crews performing under this Contract available to perform work required by the emergency. Contractor shall receive payments for such work at the rates set forth (attached hereto as Appendix B).

The Contractor shall possess all permits, licenses and professional credentials necessary to supply product and perform services specified under this contract. Proof of all licenses, certifications and professional credentials must be provided for regulations compliance.

The Contractor and/or subcontractors must have qualify and certify personnel's that has been regularly and continuously engaged in the business of integrated vegetation management which includes the protection of ecological integrity, protection of sensitive, unique or high value sites areas and the protection or avoidance of impacts to intermittent or continues water bodies from any perspective cultural, environmental or economical.

This personnel must have over 5 years' experience in works supervision and must supply and deliver the technical knowledge and experience in flora and fauna endangered species and archeological or cultural vestiges identification, administrative and workforce

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certified expertise, perform daily inspections and reports to each project site, provide training of endangered species identification to work bridges for field machinery or vehicles inspections on project sites, establish protocols to avoid impacts and mitigation procedures to correct incidents for field work (including sighting reports, flora and fauna accident occurrence. Also, provide awareness and understanding of methods to avoid or mitigate unnecessary impacts to the environment. The Contractor must comply with all laws and regulations as well as any terms or conditions specify under any approved plan, permit or endorsement by local, state or federal agencies. Also, must comply immediately with any recommendation due to inspections from PREPA's personnel, or any state or Federal Regulatory Agencies.

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**ARTICLE 2: Definitions**

Whenever the words defined in this article or pronouns used instead are mentioned in this Contract, they shall have the meanings here given:

- 1) Engineer - shall mean the Transmission and Distribution Director of PREPA, acting directly or through his properly authorized representatives.
- 2) Contracting Officer - shall mean the Executive Director of PREPA, acting directly or through his properly authorized representatives.
- 3) Contract - shall mean collectively, all the covenants, terms, and stipulations in these articles of agreement and in all supplementary documents hereto attached which constitute essential parts of the Contract and are hereby made part thereof, to wit:
  - Contract

- RFP-88266 documents, including, but not limited to, special conditions and technical specifications, Contractors proposal, and any other document expressly referenced in this Contract Performance, and Payment Bonds
  - Letter of Award
- 4) Change order - A written agreement between the parties that sets out changes in price, time, or scope of work to the Contract, which has been approved by the appropriate official pursuant to the general authorization for approval.
- 5) Environmental Compliance Officer – PREPA's personnel in charge of project inspections and environmental regulations compliance and shall have the authority to stop the project execution until environmental deficiencies identified in the project or violations remarks by environmental regulatory agencies are corrected.
- 6) The Contractor and/or Subcontractor - must provide a health and safety officer on the project site, which will be in charge of the prevention of accidents, safety enforcement program and work plan in coordination with PREPA's designated safety officer. The Contractor or subcontractor safety officer must have 30 hours basic training in safety standards and occupational safety for projects constructions provided from a recognized institution approved by the Occupational Safety and Health Administration.

ARTICLE 3: Consideration

In accordance with the terms and conditions contained herein, PREPA agrees to pay and the Contractor accepts, that the Contract Price shall not exceed eight million five hundred thousand dollars (\$8,500,000) subject to the terms and conditions, providing for possible

written amendment (s) agreed upon by the parties. All payments to be made under this Contract will be charged to account number 01-4024-67000-550-474 and 01-4025-69300-550-474.

PREPA will only pay for Services already rendered before the submitted invoice date. PREPA will not be required to make advance payments for any future service to be rendered by Contractor under the Contract. Contractor shall invoice PREPA based upon the "percentage of completion" method, with the percentage of completion determined by the miles of the circuit where work has been completed divided by the total miles of the circuit. Contractor shall submit monthly invoices within the first thirty (30) days following the period invoiced which will include a description of the services rendered as per established in the RFP-88266. Each invoice shall be itemized and must be duly certified by an authorized representative of the Contractor.

PREPA will review the invoices within thirty (30) days of receipt, and if they are in compliance with the requirements set forth in the Contract, PREPA will proceed with payment within sixty (60) days of the approval of invoice. Payment is due upon approval of a valid invoice. PREPA reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments.

PREPA reserves the right to discount or retain any full payment under this contract until the "Contractor" complies with any debts or liabilities as a result of poor performance or negligence during the project construction.

All invoices submitted by the Contractor shall include the following Certification in order to proceed with its payment.

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- No Interest Certification:

Under penalty of absolute nullity, I hereby certify that no employee, official or director of PREPA is a party or has been granted any interest or payment by Consultant in the profits or benefits to be obtained under this Contract by Consultant or if any employee, official or director of PREPA has any interest in the profits or benefits under this Contract a waiver has been previously obtained. I, also certify that the only consideration to provide the services under this Contract to Consultant is the payment agreed with PREPA's authorized representative. The total amount of this invoice is fair and correct. The services were provided and no payment has been received for said concept.

Contractor's Signature

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This is an essential requirement and those invoices without this Certification will not be processed for payment. The Certification has to be validated by the inspection before being submitted as final. In order to comply with the certification requirements set forth above, Contractor shall require that subcontractors providing Services also make the certification set forth above in any invoices submitted in connection with the Services.

The Contractor shall immediately notify PREPA when the billing under the Contract amounts seventy-five percent (75%) of the maximum amount under the Contract. Once this notification has been issued, the Contractor, in coordination with PREPA, will ensure that no services will be rendered in excess of the contract price, except that a written amendment is agreed upon by both parties. In addition, the Contractor shall present an itemized list of the remaining billable works under the Contract.

All invoices have to be sent to the following address:

Puerto Rico Electric Power Authority,  
Accounts Payable Section,  
PO Box 70253,  
San Juan, Puerto Rico 00936-0253

The Contractor shall not request any payment for Services rendered under the terms of this Agreement until it has been registered by PREPA at the Office of the Comptroller of Puerto Rico as established in Act 18-1975, as amended. PREPA undertakes to register this Agreement pursuant to such Act within fifteen (15) days after the execution of this Agreement.

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ARTICLE 4: Commencement and Completion of Work

4.1 Inspection and Delivery

All works shall be completed as per Schedule of Proposed Progress from the commencement date for all work to be performed. The commencement date will be the beginning date stated on the letter of mobilization. The mobilization and demobilization cost are a lump sum amount/cost by assigned region. This lump sum amount/cost includes all the Contractor's expenses for personnel, material and equipment, among others, not a cost or amount by person, brigade, day, or hour.

The Contractor will be responsible to obtain all the necessary permits for the propose activity, including the operation of emergency electric power generators, fuel and oil storage tanks, use of crane and transportation of equipment in state roads and highways. All copies of approved permits must be on the site project. The Contractor must submit a copy of the approved permits to the Environmental Protection Quality Assurance Division (EPQAD).

The Contractor must meet all the conditions and recommendations established by ours Environmental, Health and Securities Officers.



Upon completion of the assigned work, the Contractor shall hand-in the work area free of contaminants.

The Contractor must locate construction and maintenance signs in a visible area of the project. This signs must comply with the states and federal codes for regulatory, warning and guide signs.

*E. P. M.* 4.2 Schedule of Proposed Progress

The Contractor, within five (5) days after receipt of the mobilization letter, shall file an S-curve Graph. The S-curve shall be plotted with the percent of work completed on the Y-axis and the duration on the X-axis. The Contractor shall update this graph monthly and it shall be submitted with the monthly invoice for partial payments. The Contractor, within five (5) days after receipt the mobilization letter, shall file with the Engineer a work plan which describes the use of vehicles, equipment's, materials and the technics or methodology to be implemented during project execution. Also, must employ the *US Fish and Wildlife and the PR Department of Natural Resources Best Management Practices Guide* and Performed the minimum or non-impact of the project surrounding areas; schedule of proposed progress of the work and the recommended method of carrying on the work. This progress chart and statement of operations shall show the dates of commencement and completion of each item of the work.

If said schedule and/or method of carrying on the work are not satisfactory to the Engineer, they shall be revised by the Contractor to provide for the use of adequate and sufficient equipment and force, and a method of operations, which will assure the

completion of the work within the Contract time. This information, when the Engineer has approved it all, shall become a part of this Contract. The schedule has to be reviewed monthly and will be part of the monthly invoice. The Contractor will send a weekly progress report of the assigned lines / feeders. This report in addition to the general progress of the work, must include information such as: before and after photos, coordinates, road, municipality, region, district, etc. For emergency work, as they are not previously scheduled work, it will not be necessary to have a schedule, it is necessary to have the authorization and written request of PREPA.

During the term of Contract, PREPA project manager and its staff, will review the Contractor performance every month beginning on the Contract Effective Date. The process for performance evaluation management will be explained to the Contractor as part of the kick off meeting after commencement and the individual performance objectives and associated goals will be agreed with the Contractor at this time. Contract extensions and new assignments recommendations will be subject to: (1) successful schedule compliance, (2) evidence of timely and successful corrections.

#### 4.3 Contract Term

This Contract shall be in effect from the date of its execution until June 30, 2020 (the "Contract Period"). The Contract may be extended, by written amendment (s) agreed upon by both parties, for two (2) annual fiscal periods of one (1) year each subject to the availability of funds.

ARTICLE 5: Suspension of Work

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- 5.1 PREPA may, at any time, suspend the whole or any portion of the work under this Order, by providing Contractor with a written notice stating the reasons for suspension at least five (5) days in advance of the day the suspension shall take effect. The right of PREPA to suspend the work shall not be construed as denying the Contractor all actual, reasonable and necessary costs and expenses due to the delays caused by such suspension.
- 5.2 Either Party may suspend the whole or any portion of the work under this Order by reason of the occurrence of a Force Majeure event as described in Article 8 herein. For the avoidance of doubt, PREPA shall not be required to pay for such costs and expenses if the suspension is requested by PREPA by reason of a Force Majeure Event, as defined in Force Majeure Article 8, herein.
- 5.3 In case of suspension of the work by PREPA for any reason, or in case the work is suspended in whole or in part due to the occurrence of a Force Majeure event, Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any such suspension.
- 5.4 If the suspension extends for more than 90 days, the Contractor shall have the right to terminate the contract in accordance with these terms and conditions.

ARTICLE 6: Inspection

During the progress of work, PREPA Representative shall make regular inspections to evaluate all tree trimming, removals, and herbicide application to ensure Contractor

compliance with the pruning specifications. Herbicide logs shall be available for inspection upon request.

Job sites shall be marked with cones and signs visible from the nearest road to identify crew location. The Contractor is responsible for establishing a Maintenance of Traffic (MOT), if necessary, make proper coordination with the Puerto Rico Police Bureau, Highways and Transportation Authority and the Puerto Rico Department of Transportation and Public Works. Prior to starting work, the Contractor has to visit the area with the conservation staff designated by PREPA and the inspector.

The Contractor must meet all the conditions and recommendations established by our Environmental, Health and Securities Officers.

Upon completion of the assigned work, the Contractor shall hand-in the work area free of contaminants.

Before work start, PREPA Project manager could subtract fuse protected lateral that doesn't represent improve on reliability and don't need to be worked from the total miles of the circuits which will be subtracted from the total miles to be paid.

Any tree removal with a diameter breast height greater than 6" must be coordinated and accepted by PREPA. All work performed by the Contractor is subject to inspection and approval by PREPA. Any work not meeting PREPA or generally accepted line clearance standards or turned in falsely will be redone at no cost to PREPA. If subsequent inspections are required after the initial follow up the actual cost shall be billed to Contractor. The presence of PREPA personnel shall not in any way alter, modify, or lessen the obligation of the Contractor to comply with the requirements of this Contract.

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Any inspection by PREPA personnel shall not be considered as an acceptance of waiver of warranty or other rights of the work inspected.

The Contractor shall promptly correct all work deemed by PREPA as failing to conform to the specifications. The Contractor shall promptly remedy the lack of performance and execute the work in accordance with the specifications, without expense to PREPA. If the Contractor shall fail to correct work deemed by PREPA as failing to comply with the construction standards or project drawings/specifications within a reasonable time after notice has been given to the Contractor, PREPA may correct such work at the expense of the Contractor. Such expense may be deducted by PREPA from any payments due or to become due to the Contractor or, if final payment has been made, the Contractor shall reimburse PREPA such amounts.

ARTICLE 7: Access to Work

The Contractor shall permit all persons appointed or authorized by PREPA to visit and inspect the work or any part thereof at all times and places during the progress of same.

ARTICLE 8: Force Majeure

8.1 Notwithstanding anything to the contrary herein contained, it is agreed that either party hereto will be relieved of its obligations hereunder in the event and to the extent that performance hereof is delayed or prevented by any cause beyond its control and not caused by the party hereto claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, riots, strikes or the recovery from such cause ("force majeure"). Contractor agrees that where relief is obtained under this Article, Contractor shall make

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its best efforts to resume Service and, where applicable, to meet the applicable timetable for the services.

8.2 Notice of Failure - Contractor agrees to consult with and advise PREPA of any anticipated delay or failure, as soon as it becomes aware of such anticipated delay or failure or the possibility thereof, whether for force majeure or not, and, where applicable, the re-establishment of applicable timetables.

8.3 The Contractor is responsible under a predicted force majeure event to take immediate action and employ emergency plans to avoid human hazards and protect public and private properties within or adjacent project areas.

ARTICLE 9: Insurance

The Contractor shall secure and maintain in full force and effect during the life of this Contract as provided herein, policies of insurance covering all operations engaged in by the Contract as follows:

A. Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workers Compensations Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico.

The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Contract.

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B. Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident covering against the liability imposed by law upon the Contractor as a result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico.

C. Commercial General Liability Insurance:

The Contractor shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. This insurance should include coverage for damages caused by the application of herbicides.

D. Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned, non-owned and hired automobiles.

E. Pollution Liability Insurance:

The Contractor shall provide a Pollution Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate.

Requirements under the Policies:

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Contract, shall be endorsed to include:

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a. As Additional Insured:

Puerto Rico Electric Power Authority (PREPA)  
Risk Management Office  
PO Box 364267  
San Juan, PR 00936-4267

b. 30 days cancellation or nonrenewable notice to be sent to the above address.

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date and parties to the contract.

d. Waiver of Subrogation in favor of Puerto Rico Electric Power Authority (PREPA).

e. Breach of Warranties or Conditions:

*"The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA's rights under this policy."*

Bonds:

As a Contract security, the Contractor shall furnish at the time of the execution of the Contract:

1. A Performance Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA guaranteeing that the Contractor will well and faithfully perform the contract work.
2. A Payment Bond in the amount of one hundred percent (100%) of the Contract price, with good and sufficient surety satisfactory to PREPA to

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guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the work.

3. All bonds shall be issued in the official form of PREPA.

Furnishing of Policies:

All required policies of insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico.

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.

ARTICLE 10: Independent Contractor

- 1) PREPA and the Contractor agree that Contractor's status hereunder and the status of any agents, employees and subcontractors engaged by the Contractor shall be that of an independent contractor only and not that of an employee, agent, director or officer of PREPA nor shall they be considered a public servant of neither PREPA nor the Commonwealth of Puerto Rico. The Contractor recognizes that its personnel shall not be entitled to employment benefits such as vacations, sick leave, retirement benefits and other benefits from PREPA because of its condition as an independent contractor. Neither the Contractor nor its personnel shall have any power or right to enter into contracts on behalf of PREPA. No provision of this Contract shall be deemed to create an employment relationship between Contractor or his employees and PREPA.

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- 2) The employees of Contractor engaged in performing services hereunder will be considered employees of Contractor for all purposes and will under no circumstances be deemed to be employees of PREPA. PREPA will have no supervisory power or control over any such Contractor's employees and any complaint or change in procedure will be communicated transmitted by PREPA to Contractor who will in turn promptly give any necessary instructions to its own personnel.
  - 3) Contractor will be responsible for the direct supervision of its employees through its designated representative and such representative will in turn, report to and confer with the designated agents of PREPA with respect to the services.
  - 4) Contractor agrees to assume full and complete responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by said employees in the performance of the services defined herein.
  - 5) At PREPA's request, Contractor will immediately remove from service any employee whose acts or omissions will be a violation of applicable law or constitute a breach of this.
  - 6) Both parties agree to accept full and exclusive liability for the payment of any and all taxes, contributions, and other payments for unemployment compensation and/or pension benefits, Worker's Compensation, employers liability insurance or annuities now or hereafter imposed upon employers as applicable to them with respect to its employees and each party will make such payments and will make and file any and all reports and returns and take all other actions do all other things necessary to comply with the laws imposing such taxes, contributions, or other payments.

7) Contractor represents and warrants that the employees used in the performance of the services hereunder will have the qualifications, skills and experience necessary to perform the services and will have the work records as represented to PREPA .

8) In the performance of the Contract, Contractor will comply with all applicable statutes, regulations, ordinances pertaining to nondiscrimination in employment and facilities.

*0.7.11-* Contractor agrees to hold PREPA harmless and to indemnify and defend PREPA in full for any and all damages, claims, assessments, penalties, liabilities, charges, attorney's fees or other losses incurred during or following the term of this Contract, which result from any assertion, claim, determination or adjudication that Contractor or any of its employees are employees of PREPA, including, but not limited to, any claim, determination or adjudication made pursuant to the Internal Revenue Code, any of Puerto Rico Unemployment laws and regulations, Compensation Law, or any other federal, state or local wage, employment, insurance, labor and other laws, statutes, regulations and ordinances.

ARTICLE 11: Termination

1) PREPA may terminate this Contract (or any portion thereof) for any cause if Contractor (i) becomes insolvent, or (ii) substantially breaches the service obligation, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from PREPA; or fails to commence to cure the breach and diligently proceed with the cure if it is not possible to cure within thirty (30) days of such notice. If PREPA terminates the Contract, PREPA shall pay to the Contractor all portions of the work completed. Moreover, PREPA shall have the right to terminate

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this Agreement immediately in the event of negligence, dereliction of duties or noncompliance by Contractor. In the event of PREPA's termination for cause as described above, Contractor shall recover from PREPA, as complete settlement for such termination, the payment for any work performed by Contractor prior to notice of termination by PREPA. Contractor shall provide all evidence to PREPA's approval of final invoice.

- 2) Either party shall have the right to terminate this Contract, at any moment, by providing the other party thirty (30) days written notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Contract shall terminate upon the expiration of thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Agreement until said date of effective termination.
- 3) The exercise of its right to terminate, cancel or rescind the Contract shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law for delays or breach incurred by the Contractor in the performance of its obligations under the Contract.
- 4) If PREPA terminates the Contract in accordance with this Article 11, PREPA may take possession and finish the work by whatever method it may deem expedient. In such a case, the Contractor shall not be entitled to receive any further payment until the

work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to PREPA of the expenses incurred by PREPA as herein provided. The remedies established in this Article 11, Termination, shall be each Party's sole and exclusive remedies by reason of such termination.

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ARTICLE 12: Permits and Licenses

The Contractor shall obtain and maintain all the licenses, permits, and authorizations required to perform all services and tasks under this Contract, and shall send all notices, pay all fees and related costs, and will comply and will have its subcontractors and agents comply with all laws, ordinances, rules, and regulations applicable to the work.

ARTICLE 13: Environmental, Health and Safety Matters

The Contractor agrees to indemnify PREPA for all expenses and costs of any nature arising out of any claim due to an environmental violation, caused by his agents, employees, subcontractors or assigns during the performance or non-performance of its obligations under the Contract.

The Contractor shall have available, and close to the working area, the necessary equipment to control and pick-up any spills that could occur during the performance of the work required by the Contract. The equipment should include all the necessary materials for the waste disposal.

All equipment to be used in the work area should be free of oil, transmission fluid or hydraulic fluid leakages. If the equipment develops a leakage during the work process, it should be repaired or replaced immediately.

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The Contractor shall inform and coordinate with the Supervisor of the Environmental Section any work to be done to avoid any environmental violation. The Contractor shall comply with all the arrangements established in the Consent Decree between PREPA and the Environmental Protection Agency.

All areas must be clean and organized to prevent accidents or violations of regulations. All equipment to be used in the work area should be in perfect conditions and have a good maintenance program. A monthly record of maintenance shall be filed by the Contractors and submitted to PREPA. If required, the Contractor must develop and submit a monitoring study of gases emissions or noise on determined areas to comply with regulations. Also, will be responsible to maintain their Operation Center and project area clean and organized.

The construction process should be performed in such a manner that any adverse environmental impacts, where applicable, are reduced to none or minimum and acceptable level in fulfillment to PREPA.

The Contractor must provide and maintain environmental protection measurements during the commencement, construction and completion of the project, as defined under this contract. Environmental protection measures must be provided by the Contractor to correct conditions that emerge or develop during the construction, as well, the recondition

of all environmental measurements or controls employed at the project that do not fulfill their purpose.

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The Contractor must obtain, and submit to PREPA, any type of permit required for their operation, such as but not limited to: fuel or wastewater storage tanks, storage of remain material of excavations or any landfill required for the project, use and storage of chemicals, cranes and transportation permits, etc. Furthermore, the Contractor shall take immediate response or mitigate any environmental concerns or deficiencies found by PREPA or the regulatory agencies. The Contractor will be responsible to notify PREPA immediately of any findings resulting from inspections performed by regulatory agency.

The Contractor covenants and agrees that it shall, at all times during the term of the Contract, and at its sole cost and expense, comply with and assume sole responsibility and liability under all environmental laws applicable to use of or operations at the project site by Contractors, its agents, assigns, and/or employees. Contractor agrees that should it or any of its agents, assigns, or employees know of (a) any violation of environmental law relating to the project site, or (b) the escape, release, or threatened release of any hazardous materials in, on under, or about the project site, Contractor shall promptly notify PREPA in writing of such, and that it will provide all warnings of exposure to hazardous materials in, on, under, or about the project site, in strict compliance with all applicable environmental laws. Further, Contractor covenants and agrees that it shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of, or permit the escape of, or otherwise deposit in, on, under, or about the project site, any hazardous materials, or permit or allow any of its agents, assigns, or employees

to do so. Prior to use of the project site, Contractor shall provide to PREPA an inventory of all equipment and materials stored and/or to be stored at the project site.

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For purposes of this Contract, hazardous materials shall include but is not limited to, any and all substances, chemicals, wastes, sewage, or other materials that are now or hereafter regulated, controlled or prohibited by any environmental laws, including, without limitation, any (a) substance defined as a hazardous substance, extremely hazardous substance, hazardous material, hazardous chemical, hazardous waste, toxic substance, or air pollutant by federal laws (b) any chemical, compound, material, substance, or other matter that: 1. Is a flammable explosive, asbestos, radioactive material, nuclear material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, injurious by itself or in combination with other materials; 2. Is, controlled, designated in, or governed by any hazardous materials law; 3. Gives rise to any reporting, notice, or publication requirements under any hazardous materials laws.

The Contractor and its subcontractors must comply with the provisions to attend all discharge of waste waters to comply with the federal and State regulations of the Clean Water Act (40CFR 112.7 y 122), the Spill Prevention Control and Countermeasure and the EQB's Water Quality Standards.

All nonhazardous or hazardous waste generated by the project must comply according with the Environmental regulations.

The Contractor, upon completion of the work, shall hand-in the assigned work area free of contaminants according to the laboratory analysis before and after the work. Before



starting the work, the Contractor shall submit the work plan to PREPA for evaluation of the Environmental Protection Division.

The Contractor shall coordinate with the Environmental Protection and Quality Assurance Division any work to be done in order to avoid environmental violations.

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The Contractor will be responsible to contain, mitigate and dispose any type fuel spill, oils or any other substances due to rupture of generator and rotor equipment, as well as auxiliary's related equipment and over and underground pipelines, tanks or storage containers.

Any chemical product to be used must be classified as "Approved" or "Conditionally Approved" by PREPA's Hazard Communication Department before entering the work area.

The Contractor shall dispose of all waste generated in the project as specified under this contract. The waste shall be picked up and placed in containers and dispose on a regular basis schedule to an authorized landfill by the State Environmental Quality Board.

All areas must be clean and organize to prevent accidents or violations of regulations.

#### ARTICLE 14: Minimum Wage Rates

Laborers and other employees engaged under this Contract shall be paid not less than the minimum wages rates prescribed by law. PREPA may withhold from any monies due to the Contractor any sum necessary to make up the full amount of wages due under this Contract and may distribute it directly to those entitled thereto hereunder.

ARTICLE 15: Contingent Fees

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The Contractor guarantees that he has not employed any person to solicit or secure this Contract upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this guarantee shall give PREPA the right to annul the Contract or, at its discretion to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This guarantee shall not apply to commission's payable by contractors upon contract or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 16: Other Contracts

PREPA may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors of this Contract, and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts which interfere with the performance of work by any other Contractor.

ARTICLE 17: Official not to Benefit

No officer, employee or agent of PREPA, or of the Government of the Commonwealth of Puerto Rico or Municipal Governments, shall be admitted to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

In addition to the restrictions and limitations established under the provisions of Act 1-2012, as amended, retired or former officers or employees of PREPA, whose work

was in any way related to the award or management of contracts, shall in no way benefit from any contract with PREPA for a period of two (2) years after leaving employment with or ceasing services to PREPA.

ARTICLE 18: Conflict of Interest

*P.A.M.*  
The Contractor certifies that none of its representatives under this Agreement receive payment or compensation of any nature, for services rendered regularly through an appointment to a governmental agency, body, public corporation or municipality of Puerto Rico. The Contractor also certifies that he may have consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for the Contractor.

The Contractor acknowledges that in executing the services pursuant to Agreement it has a duty of complete loyalty towards PREPA which includes not having adverse interests to those of PREPA related to the services. Those adverse interests include representation of clients which have or may have opposed interests to those of PREPA in relation to the services. Also, the Contractor shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons and any interest which could reasonably influence PREPA when executing this Agreement or during its term.

- 1) The Contractor represents conflicting interests when on behalf of a client he must contend for that which it is his duty to oppose to comply with its obligations with another previous, present or potential client. Also, the Contractor represents conflicting interests when his conduct is described as such in the canons of ethic

applicable to the Contractor and his personnel or in the laws or regulations of the Commonwealth of Puerto Rico.

2) In the event that any of the partners, directors or employees of the Contractor should incur in the conduct described herein, said conduct shall constitute a violation to the prohibitions provided herein. The Contractor shall avoid even the appearance of the existence of conflicting interests.

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3) The Contractor acknowledges that the Executive Director of PREPA shall have the power to intervene the acts of the Contractor and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that PREPA should discover the existence of adverse interests with the Contractor, the Executive Director shall inform the Contractor, in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period. During said period, the Contractor may request a meeting with the Executive Director to present his arguments regarding the alleged conflict of interests, which meeting shall be granted by PREPA in every case of alleged conflict of interests. In the event that the Contractor does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily settled during the meeting, this Contract shall be cancelled.

4) The Contractor certifies that, at the time of award of this Contract, it does not have any other contractual relation that can enter in a conflict of interest with this Contract. The Contractor also certifies that no public employee has any personal or economical interest in this Contract.

ARTICLE 19: Claims for Labor and Materials

*Q.A.M.*  
The Contractor shall, at his own expense, assume the defense of and save harmless PREPA from claims for labor and materials and not suffer any mechanics or other liens to remain outstanding against any of the property used in connection with the work; and shall, on request, furnish satisfactory evidence that all persons who have done work or furnished materials have been fully paid. If the Contractor fails to comply with his obligations in this respect, PREPA may take such liens or claims and may withhold from any monies due to the Contractor such amounts as may be necessary to satisfy and discharge any such claims and any cost and expenses incidental thereto.

ARTICLE 20: Unfair Labor Practice

- 1) In the event that the Contractor or any of his subcontractors or agents do not comply with an order issued by the Puerto Rico Labor Relations Board and/or the National Labor Relations Board upon their finding that the Contractor or any of his subcontractors or agents have committed an unfair labor practice, no further payments shall be made by PREPA to the Contractor after the date of said order. In addition, the Contract may be terminated by PREPA, in which case PREPA may take possession of the materials, tools, and appliances on the job site and finish the work by whatever method it may deem expedient.
- 2) Any declaration by the Puerto Rico Labor Relations Board and/or by the National Labor Relation Board that the contractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final and

conclusive unless such order is reversed or set aside by a Court of competent jurisdiction.

ARTICLE 21: Assignment and Subcontractors

The Contractor shall not assign nor subcontract its rights and obligations under this Agreement, except in the event PREPA give written authorization for such actions.

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Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) Contractor delivers to PREPA a copy of the subcontract, not less than thirty (30) days prior to the effective date of the proposed subcontract; (2) the subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Contractor's rights under the subcontract, in the event that PREPA declares the Contractor in breach or default of any of the Agreement terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply with all Contractor's obligations under the Agreement (mirror image clause), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify the issues or matters that will be referred to the subcontractor.

ARTICLE 22: Novation

The Contractor and PREPA expressly agree that no amendment or change order which could be made to this Contract, during its term, shall be understood as a contractual novation, unless both parties agree to the contrary, specifically and in writing. This

previous provision shall be equally applicable in such other cases where PREPA gives the Contractor a time extension for the compliance of any of its obligations under the Contract or where PREPA dispenses the claim or demand of any of its credits or rights under this Contract.

ARTICLE 23: Waiver

*P.A.M.* No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach.

ARTICLE 24: Disputes

All disputes concerning questions of fact arising under this Contract shall be decided by PREPA's Transmission and Distribution Director within 10 days from the submission of the dispute by Contractor, subject to written appeal by Contractor to the Executive Director within thirty (30) days. Within 10 days thereafter, the Executive Director shall inform each party hereto of his decision regarding the dispute. Contractor, at its option, may elect to accept such decision or pursue remedies at law or equity. Contractor may pursue directly the remedies at law or equity for all other disputes other than questions of fact. Notwithstanding the terms above, each party has the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction to apply for interim or conservatory measures, but not monetary damages.

ARTICLE 25: Change in Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractor's costs when supplying the products or services to be acquired by PREPA, shall be of Contractor's responsibility and

PREPA shall not be obliged to make additional payments nor to pay additional sums to the price or canon originally agreed for those products or services.

ARTICLE 26: Choice of Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the contracting parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing parties may have among them regarding the terms and conditions of this Contract.

ARTICLE 27: Separability

If a court of competent jurisdiction declares any of the Contract provisions as null or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of the Contract and the parties agree to comply with their respective obligations under such provisions not included by the judicial declaration.

ARTICLE 28: Conflicts with Other Documents

In the event of any conflict between any terms and/or conditions contained on any forms or documents exchanged by the parties of this Agreement, the terms and conditions of this Contract will govern.

ARTICLE 29: Notice

- 1) PREPA agrees to give the Contractor immediate notice of any and all claims for which the Contractor may be liable, and the Contractor agrees to give PREPA immediate notice of any and all claims for which PREPA may be liable.

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2) Any notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed to the following addresses:

To PREPA: Puerto Rico Electric Power Authority  
PO Box 364267  
San Juan, Puerto Rico 00936-4267  
Attention: Eng. José F. Ortiz Vázquez

*C.A.M.*  
To Contractor: Master Link Corporation  
PO Box 2186  
Barceloneta, PR 00617  
Attention: Carlos A. Morales Vázquez

ARTICLE 30: Certifications or documents required by law

Previous to the signing of this Contract, the Contractor must submit the following documents or certifications:

- A. 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) years.
- B. Certification issued by the Treasury Department of Puerto Rico which indicates that it 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.
- C. Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico, assuring that Contractor has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods.
- D. Certification issued by the Treasury Department of Puerto Rico which indicates that it does not owe Puerto Rico Sales and Use Taxes to the Commonwealth of

Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.

E. All Concepts Debt Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Contractor does not owe any tax to such governmental agency with respect to real and personal property; or Negative Debt issued by the MRCC with respect to real property taxes.

F. Certification issued by Municipal Revenues Collection Center (MRCC) assuring that Contractor does not owe any tax accruing during the last five (5) years to such governmental agency with respect to personal property. Additionally, if Contractor does not own personal property in the Commonwealth of Puerto Rico, Contractor shall provide a sworn statement which states that:

1) During the last five years, Contractor has not owned personal property in the Commonwealth of Puerto Rico (except to the extent relating to services provided by the Contractor to PREPA);

2) For the reasons above stated, Contractor is not required to file Personal Property Tax in the Commonwealth of Puerto Rico as established in Article 6.03 of Act 83 of August 1991 and therefore a Personal Property Tax file does not exist for Contractor in the MRCC.

G. Certification, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contribution, in accordance with the Puerto

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Rico Employment Security Act (unemployment, temporary disability or sickness, or social security for chauffeurs); or is paying such contribution by an installment plan in full compliance with its terms.

- H. Certification, issued by the Child Support Administration, assuring that Contractor is in compliance with the withholdings required by law as an employer.
- I. Copy of the Contractor's Merchant's Registration Certificate.
- J. Certificate of Incorporation, or Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State.
- K. Good Standing Certificate issued by the Puerto Rico Department of State.
- L. Contractor shall submit a sworn statement whereby it shall inform whether it or any president, vice-president, director, executive director or member of a board of officials or board of directors, or persons that or any person performing equivalent functions for Contractor has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico or any of the crimes included in Act 2-2018, Anti-Corruption Code for a New Puerto Rico.

Contractor agrees to comply with the provisions of Act No. 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico.

The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.

*C. A. 111.*

Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

- M. Compliance with Act No. 1 of Governmental Ethics: The Contractor will certify that it is in compliance with Act 1 of January 3, 2012, as amended, known as the Ethics Act

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of the Government of Puerto Rico, which, stipulates that, no employee or executive of the Contractor, nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq.;

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- N. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract. Executive Order 1991OE24; C.F.R. Part 404 et. Seq.
- O. The Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support under Act 168-2000, as amended, the same is current and in all aspects in compliance.
- P. Law Num. 127, May 31, 2004: Contract Registration in the Comptroller's Office of Puerto Rico Act: Payment for services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended.

- Q. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.
- R. Provisions Required under Act 14-2004: Contractor agrees that articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, provided that they are available.
- S. The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.
- T. No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.
- U. No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.
- V. No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government

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dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.

- W. No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.
- X. No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such.
- Y. Contractor hereby certifies that it is registered in PREPA's Supplier's Registry.
- Z. Contractor hereby certifies that (i) Contractor and each of the members of its team, employees, advisors and consultants are not Restricted Parties, as hereinafter defined, (ii) none of the aforementioned persons is a director officer, partner, employee or affiliate of a Restricted Party and (iii) neither Contractor nor any member of its team has used, consulted, included or requested advice from any Restricted Party. For purposes of this Agreement, the term "Restricted Party" shall refer to any person, including but not limited to technical, financial, legal, environmental, social and labor advisors, that was employed or engaged by PREPA for the preparation of any reports regarding need or convenience for this Contract, Request for Proposals No. 88266 for Vegetation Management Multi-Annual Sourcing Agreement or any other

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documentation related to the procurement of this Contract or the services to be provided hereunder.

AA. The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that in the eventuality of the execution of a Partnership Contract, Sale Contract or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a "Transfer") any of its rights, title, or interest in this Agreement as permitted by applicable law and at any time, and without Contractor's consent or cost, expense or incremental liability to PREPA, to any future operator of Puerto Rico's electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify Contractor no later than thirty (30) days before the effective date of any such Transfer.

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BB. Consequences of Non-Compliance: The Contractor expressly agrees that the conditions outlined throughout this Section are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for the PREPA to render this Contract null and void, and the Contractor shall reimburse the PREPA all moneys received under this Contract. If any of the certifications of this Section 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 Contract 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. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and Subcontractor whose service the Contractor has secured in connection with the services to be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement.

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ARTICLE 31: Puerto Rico Treasury Department Withholding

PREPA will deduct and withhold at source to the Contractor the equivalent of ten percent (10%) from payment for services rendered under this Contract, in compliance with the Internal Revenue Code for a New Puerto Rico, Act No. 1-2011, as amended, section 1062.03. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to twenty percent (20%) in the event that the Contractor is a non-resident individual, which is a U.S. citizen, as provided by Act No. 1-2011, section 1062.08; or twenty-nine percent (29%) in the event that the Contractor is a non-resident and non U.S. citizen individual; or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by Act No. 1-2011, section 1062.08.

If a Release Letter has been issued to the Contractor by the Treasury Department, the Contractor shall be responsible to submit a copy of said Release Letter to PREPA for every calendar year, otherwise, payments under the Contract shall remain subject to withholding at source. All invoices shall be segregated by concepts (services, materials,

equipment, etc.), to identify the amounts subject to withholding and avoid undue deductions.

If applicable, PREPA will deduct and withhold a Special Contribution of one point five percent (1.5%) of the gross amount paid under this Agreement, in compliance with Act 48-2013.

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ARTICLE 32: Discrimination

The Contractor certifies that it is an equal opportunity employer, and does not discriminate by reason of race, color, gender, age, national or social origin, social status, political ideas or affiliation, religion; for being or perceived to be victim or domestic violence, sexual aggression or harassment; for physical or mental disability or veteran status.

ARTICLE 33: Other Taxes

All unemployment, retirement, and other Social Security contributions and taxes; all sales, use and excise, privilege, business and occupational taxes, and any other taxes or fees payable by the Contractor are and shall be included as part of his prices. The Contractor will be responsible for the payment of patents, excise tax, seals or everything that is applicable by law to carry out their work.

ARTICLE 34: Transfer of Funds

If Contractor decides to assign or transfer an amount, due or payable, to which he is entitled for services rendered or goods provided during the term of this Contract, Contractor shall notify PREPA of such transfer of funds, in accordance to the provisions of Act 21-2012. Said notice shall clearly indicate the rights granted, including a copy of the contract under which the assignment or transfer of funds is made, the exact amount

of funds to be assigned or transferred, and specific identification information regarding the assignee (full name of the person or company), address and any other contact information.

Contractor acknowledges and agrees that PREPA may deduct any amount, due or payable under this Contract, that Contractor owes; PREPA may retain any said amount if Contractor fails to fulfill its obligations and responsibilities under this Contract, or a claim arises for warranty or defects regarding the services rendered or goods provided under this Contract. Contractor also acknowledges and agrees that PREPA's payment obligation under any assignment of funds will cease upon payment of the outstanding amounts under this Contract. PREPA shall not be required to make payments or transfer any funds for an amount that exceeds the payment to which Contractor is entitled to under this Contract.

Contractor shall include with its notice of assignment of funds a cashier's check or money order for two hundred dollars (\$200), payable to "Puerto Rico Electric Power Authority", to cover administrative costs in processing such assignment.

ARTICLE 35: Safety Provisions

- 1) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and OSHA standards for the safety of personnel, equipment, property and to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor. The work performed under this Contract will be performed near energized electrical conductors. Contractor will establish and conform to safe work practices appropriate for such work; in compliance with OSHA 29 CFR 1910.269 and OSHA standards addressing safe work practice. The Contractor has to comply with the establishment of MOT according to road standards (PR/Fed). The Contractor has to establish, if necessary, the Sedimentation and Erosion Control Measures Plan.

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- 2) The Contractor shall submit a **Site Specific Work Plan** including: the scope of work, description of the activities to be done, special safety and health considerations to be addressed before commencement of the project, safety procedures to be applied and used during the project including but not limited to excavations, work zone protection, scaffolding, crane operations and emergency procedures for fire and chemical spill among others.
  - 3) Before commencement of work, the Contractor shall take part in a coordination meeting with PREPA's Safety Officer and Project Manager. During this meeting the areas to be worked on will be toured, the site-specific work plan will be reviewed and the protocols for Safety inspections and work permit system shall be discussed. The Contractor has to perform and document a daily job briefing. The Contractor has to establish a safety meetings program. The Contractor will coordinate with the inspection work orders prior to starting daily work. All the work that has to be done on the planned outage interruption has to be coordinated by the Contractor with the corresponding district engineer in coordination with the inspector and the Project

Manager. All weekend work must be coordinated at least three (3) days in advance with PREPA.

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- 4) The Contractor shall designate an employee as their safety officer for the project. The designated employee must be qualified. The duties of the safety officer could be in addition to his/her normal duties. The safety officer shall be in charge of the prevention of accidents and the implementation of the Site-specific Plan in coordination with PREPA's Safety Officer, Project Manager and Resident Engineer. The contractor safety officer shall have a basic training of 30 hours in Occupational Safety and Health Standards for Construction Industry from an approved OSHA Training Center. Evidence of the training shall be submitted if requested by PREPA.
  - 5) Welding operations shall comply with the requirements of OSHA, ANSI and NFPA.
  - 6) All chemical products to be used shall be classified as Approved or Conditionally Approved by PREPA's Hazard Communication Section.
  - 7) The Contractor shall be responsible for maintaining good housekeeping and sanitary conditions in the work, rest, lunch and toilet areas. If the project involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of dust to adjacent areas.
  - 8) Contractor shall have an incident investigation procedure and shall notify to PREPA in writing any incident or accident on PREPA's facility.
  - 9) Contractor shall have available and up to date all licenses, trainings, medical surveillance and related certificates for specialized personnel required by OSHA, EQB and DOT according to the scope of work to be performed.

10) Each Contractor/Subcontractor shall adhere to a 100% drug /alcohol free work zone.

At minimum, pre-project and post-accident testing is required. A positive post-accident test or positive pre-project test will result in worker dismissal from the project. Testing will be performed following closely the NIDA standards.

11) Services including activities inside buildings occupied by working personnel, that could create a hazard to their safety or health, will be offered after PREPA'S working hours.

The exception will be if the contractor could take all the necessary precautions to protect PREPA's employees and the public from any possible hazard caused by the work. The Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before PREPA's personnel is to reoccupy. All these will be done in coordination with the local supervisor of PREPA.

12) The Contractor shall assure that all wastes generated by Contractor as a part of the Work are removed and properly disposed of, in accordance with all applicable laws and regulations, at the end of every work shift and after the completion of the project.

13) Contractor will obtain and maintain, during the duration of the project, the proper permits from all federal, state and local regulatory authorities with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the Safety Officer and the Environmental Advisor.

14) Contractor will defend, indemnify and hold harmless, Puerto Rico Electric Power Authority, its employees, agents or assignees for any and all direct liabilities and

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expenses arising out of Contractor noncompliance with these clauses, if applicable to Contractor and Contractor's Work, irrespective of any other terms of this agreement.

15) Puerto Rico Electric Power Authority may unilaterally terminate this contract upon Contractor's failure to reasonably comply with the applicable safety provisions on this Contract upon thirty (30) days of a written notice to Contractor.

ARTICLE 36. Contract Validity

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If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract, which shall remain in full force and effect.

ARTICLE 37. Applicable Law

This Contract will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to its principles regarding conflicts of laws. The court and authorities of the Commonwealth of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this Contract. The parties hereby waive any other venue to which they might be entitled by the virtue of domicile or otherwise. Should either party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The party bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees.

ARTICLE 38: Law to be Observed

The Contractor and subcontractors shall observe and comply with any and all federal, state and municipal laws, ordinances and regulations that in any manner affect the work or services, the equipment or the materials used in connection with the services and shall observe all such orders and decrees as exist at present or may be enacted prior to the completion of the services by agencies or courts having any jurisdiction or authority. The Contractor and subcontractors shall save harmless and indemnify PREPA and its representatives, officers, agents and servants for fines and penalties paid by PREPA, including attorney's fees, to governmental authorities as sole result of Contractor's violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its subsidiaries, affiliates and employee.

All permits must be available at all times on project site. The Contractor will be responsible to request any extension to the permits before their expiration date that may be due to work schedules delays. Otherwise, the Contractor will assume the responsibility to pay any late fees or fines.

ARTICLE 39: Save and Harmless Clause

PREPA and the Contractor shall jointly save and hold harmless and to indemnify, one another from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorney fees and court costs) for bodily injury to or death of any third person, or damage to or destruction of any property of third party, caused by any negligent act or omission on the part of the indemnifying party its officers, employees, contractors or agents, except to the extent such liabilities, claims, suits,

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losses, damages, costs and expenses result from any negligent or willful act or omission on the part of the indemnified party, its officers, employees, contractors or agents in the performance or failure to perform its obligations under the Agreement.

ARTICLE 40: Warranty

Contractor warrants that it shall perform the Services in accordance with the applicable standards of care and diligence at the time of performance of the Services, and which are normally practiced and recognized in performing services of a similar nature (the "Standard"). Should any of the Services provided by Contractor not fulfill the above established Standard, Contractor shall take all necessary corrective measures to rectify such deficient Services, at its own and exclusive cost, whenever such course of action is possible or desirable. The rectification of deficient Services by Contractor shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law or equity for any damages that Contractor's may have caused to it by rendering such deficient Services.

ARTICLE 41: Correlation of Documents

In case of discrepancy or in the event of any conflict among the different Contract documents such as: Contract, Scope of Services, Appendixes, and Contractors Proposal per Contract Release, these shall take precedence in the order given. The terms and conditions contained in the Contract shall prevail over any conflictive terms and conditions

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contained in the Contactors Proposal and any other document expressly referenced in this Contract.

ARTICLE 42: Mandatory Clauses Pursuant Act 3-2017 and Circular Letter 141-17 dated January 30, 2017

*P.A.M.*  
(1) Both parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct disposition of the Secretariat of Government. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For the purpose of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well all instrumentalities and public corporations.

(2) The Secretariat of the Executive Branch shall have the power to terminate this Agreement at any time.

ARTICLE 43: Complete Agreement

This document, together with all attachments referred to herein, constitutes the entire agreement between the parties as to this subject matter and supersedes all communications, negotiations, and agreements of the Parties, whether written or oral, other than these, made prior to the signing of this Contract. In case of conflict the terms and conditions of this Contract, as signed by the parties, shall prevail.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this

10 day of February 2020.

Puerto Rico Electric Power Authority

Master Link Corporation

By:   
Name: José F. Ortiz Vázquez  
Title: Chief Executive Officer  
Tax ID: 660-43-3747

By:   
Name: Carlos A. Morales Vázquez  
Title: President  
Tax ID: 66-0629469

Appendix A - Proposal

**Prices (Master Link Corporation)**

**A. Tree Pruning for transmission-voltage feeders (see notes)**

<b>Transmission Feeder</b>	<b>Miles</b>	<b>Price per mile</b>
50200	67.30	\$51,240.00

*Q. 17-111-*  
Total miles: 67.30  
Grand Total: \$3,448,452.00  
Completion (in weeks): 26, until June 30, 2020

**B. Other Transmission Feeders**

Work on the following lines is subject to prior authorization from PREPA's contract manager.

<b>Transmission Feeder</b>	<b>Miles</b>	<b>Price per mile</b>
51200	37.50	\$52,500.00

Notes on applicable to the prices per mile:

1. Tree pruning changes in scope, additional or subtracted miles and costs shall be allowed by consent of the PREPA Project Manager resulting in a modification to the award amount of the Feeder.
2. Price per mile include:
  - a. Pruning trees for conductor clearance (supervision, labor, equipment, tools, fuel, PPE).
  - b. Wood debris disposal, including travel, for tree limbs that were pruned (excluding landfill expense).
  - c. Cell phones, electric devices such as a tablet.
  - d. Vegetation assessment and notification to customers regarding tree pruning activities.
  - e. Any costs related to parking locations for equipment.

f. Environmental *compliance*.

**C. Other Tasks**

ITEM	Price
Access Roads to Work Site	\$2.25, per square feet
Vegetation Debris Disposal	\$19.00 per cubic yard
Herbicide Treatment	\$3.38 per ounce applied
Growth Inhibitor Treatment	\$4.54 per ounce applied
Installation of vine guard	\$30.54 each
Bee or wasp nest removal	\$325.00 each
Type 1 Mobilization Lump Sum for Initial Mobilization to Puerto Rico	Per reimbursement, after PREPA authorization, not to exceed \$2,000,000
Type 2 Mobilization	\$30,000

Notes applicable to "other tasks":

1. Vegetation debris disposal applies only to landfill disposal costs.
2. Lump sum for initial mobilization is a reimbursement payment, after previous authorization by PREPA's contract manager, in a "not to exceed" basis of \$2,000,000
3. Regional mobilizations to areas not under the program will be paid per incidental rates.
4. The type 1 mobilization cost includes demobilization and will be a not to exceed cost of \$2 million. Only applicable to resources brought from the USA mainland, on a reimbursement basis, coordinated with contract manager. Payment to cover travel expenses, logistics, per diems, lodging and other related costs required to mobilize to Puerto Rico.
5. The type 2 mobilization is one-time only fee of \$30,000 and applicable to initial project mobilization. If an additional circuit is assigned during the contract period, the mobilization cost will apply. If the contractor is required in a new region for an incidental assignment, the costs will be paid per the emergency/incidental rates.

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**D. Tree Removal Costs**

Type I Terrain, Limbs Removed, wood left on site

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Type	Price
Brush up to 6 inches diameter	Price included in the price per mile for each feeder
6" up to 12" diameter (dbh)	\$287.25
12" up to 18"	\$485.25
18" up to 24"	\$750.00
24" up to 30"	\$1,425.00
30" up to 36"	\$1,875.00
36" up to 42"	\$2,795.00
42" up to 48"	\$3,495.00
Above 48"	\$5,250.00

Type 1 terrain - complete removal from site

Type	Price
Brush up to 6 inches diameter	Price included in the price per mile for each feeder
6" up to 12 inches diameter (dbh)	\$374.75
12" up to 18"	\$633.75
18" up to 24"	\$896.75
24" up to 30"	\$1,680.50

30" up to 36"	\$2,083.00
36" up to 42"	\$2,678.75
42" up to 48"	\$3,441.25
Above 48"	\$5,015.00

Type 2 terrain - Brushwood removed, wood left on site

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Type	Price
Brush up to 6 inches diameter	Price included in the price per mile for each feeder
6" up to 12 inches diameter (dbh)	\$451.00
12" up to 18"	\$712.00
18" up to 24"	\$900.00
24" up to 30"	\$1,781.00
30" up to 36"	\$2,343.00
36" up to 42"	\$3,478.33
42" up to 48"	\$4,386.67
Above 48"	\$6,189.00

Type 2 terrain - complete removal from site

Type	Price
Trees above 6" up to 12 inches diameter (dbh)	\$586.00
12" up to 18"	\$926.00

18" up to 24"	\$1,170.00
24" up to 30"	\$2,315.00
30" up to 36"	\$3,046.00
36" up to 42"	\$4,356.67
42" up to 48"	\$5,410.67
Above 48"	\$7,546.00

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Notes on tree removal costs

- a) Prices per tree and dbh (diameter, breast-height)
- b) Prices include removing trees and brush in the right of way (supervision, labor, equipment, tools, fuel, PPE)
- c) Wood debris disposal, including travel, for trees that were removed (excluding landfill expense)
- d) Cell phones, electric devices such as a tablet
- e) Vegetation assessment and notification to customers regarding tree removal activities
- f) Any costs related to parking locations for equipment
- g) Environmental compliance



## Appendix B

In the event of an emergency and when specifically requested by PREPA, Contractor shall make the crews performing under this Contract available to perform work required by the emergency. Contractor shall receive payments for such work at the rates set forth.

For Emergency Crews:

The following terms and conditions shall apply to hourly work.

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1. Use of Time and Materials (T&M) Pricing PREPA shall determine when T&M pricing will be used.

2. Overtime Hours: no overtime hours shall be worked unless authorized in advance by PREPA.

3. Qualifications of all Contractor Employees

A. The Contractor shall provide employees physically capable of and with skills and experience necessary to efficiently perform any type of work assigned to them.

B. The Contractor shall ensure appearance and conduct of all Contractor employees is satisfactory from both the public and PREPA viewpoint.

C. The Contractor shall ensure at least one employee at each work location can communicate effectively with the public concerning work methods, herbicides, restrictions, etc.

**Labor - Rates**

Type	Rate per hour	Overtime rate per hour
Project Manager	\$140.00	\$224.92
Operations Manager / Project Manager	\$100.00	\$185.83
Superintendent	\$85.00	\$149.08
Arborist	\$110.00	\$151.00
Field Data Entry / Assessment / Arborist Assistant	\$78.00	\$117.88
Foreman	\$75.00	\$126.38
Traffic Control	\$57.00	\$93.98
Unskilled Labor	\$55.00	\$89.57
Heavy Equipment Operator	\$58.96	\$78.95
Driver	\$47.46	\$63.49
Office Assistant / Data Entry	\$44.67	\$71.17
QA/QC specialist	\$75.00	\$131.50
Safety Officer	\$75.00	\$150.00
Mechanic / Oiler	\$73.73	\$117.67
Environmental Officer	\$89.00	\$156.42
Trimmer Type A	\$76.05	\$121.16
Trimmer Type B	\$70.30	\$111.70
Trimmer Type C	\$65.00	\$102.90

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## EQUIPMENT SCHEDULE

Contractor shall furnish the following equipment in good, serviceable condition, reasonably free of excessive breakdowns as determined by PREPA, at listed rates per hour. PREPA reserves the right to solely and at its discretion require the Contractor to provide equipment that is no more than 5 years old and in good operating condition for T&M work when PREPA feels that equipment breakdowns are adversely affecting crew production and performance. The listed rates shall not include operator(s) but shall include all costs for repairs, maintenance, operation, overheads and profit and shall be the sole compensation payable by PREPA to Contractor for use of said equipment. All tree-trimming trucks shall be properly equipped to handle any tree pruning or removal encountered. All equipment shall meet approval of PREPA before being permitted to work on PREPA property. In addition, the following conditions shall apply:

1. Crew and equipment hours shall not be invoiced for the time equipment is inoperative due to maintenance or equipment failure. Contractor's personnel may continue to be invoiced while equipment is inoperative, provided Contractor personnel can conduct line clearance work while equipment is inoperative.

### Equipment Rates

Type	Rate per hour
10-20 Cubic Yard Dump Truck	\$72.48
1-Ton or more Pickup Truck	\$35.84
20-30 Cubic Yard Dump Truck	\$118.24
2-5 Cubic Yard Dump Truck	\$28.00

3/4 –ton Pickup Truck	\$28.00
30-40 Cubic Yard Dump Truck	\$130.32
40-50 Cubic Yard Dump Truck	\$144.52
50-60 Cubic Yard Dump Truck	\$141.10
5-10cubic Yard Dump Truck	\$48.00
60-70 Cubic Yard Dump Truck	\$177.44
70+ Cubic Yard Dump Truck	\$190.84
Broom Truck with Vacuum	\$82.00
Bucket Truck – Up to 100' reach	\$170.60
Bucket Truck – Up to 50' reach	\$91.33
Bucket Truck – Up to 80' reach	\$120.00
Crane 25 to 50 Ton	\$180.00
Crane- 50 to 100 Ton	\$780.00
Crane- Above 100 Ton	\$1,120.00
Crane Under up to 25 Ton	\$120.00
Dump Truck – 30 to 35 Cu. Yds.	\$121.84
Dump Truck – Up to 5 Cu. Yds.	\$25.00
Dump Truck –10 to 15 Cu. Yds.	\$60.00
Dump Truck –15 to 20 Cu. Yds.	\$80.00
Dump Truck –20 to 25 Cu. Yds.	\$100.00
Dump Truck –25 to 30 Cu. Yds	\$118.84
Dump Truck –5 to 10 Cu. Yds.	\$48.00
Electric Generator – Up to 25kw	\$28.00

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Fuel Truck Large	\$121.18
Fuel Truck Medium	\$123.30
Fuel Truck Small	\$70.00
Grinder	\$78.00
Half-ton Pickup Truck	\$22.00
Jarraff Tree Trimmer, or similar equipment.	\$181.17
Large Backhoe Loader	\$68.00
Large Bulldozer	\$153.00
Large Excavator	\$211.20
Large Wheel Loader	\$92.00
Larger wood chipper	\$108.00
Log Skidder Cat 555d or Equivalent	\$58.00
Lowboy Trailer	\$63.00
Luminarie Tower With Generator	\$27.00
Mechanic Service Truck	\$42.00
Medium Backhoe Loader	\$53.00
Medium bulldozer	\$133.00
Medium excavator	\$115.00
Medium Wheel Loader	\$68.00
Medium wood chipper	\$73.00
Mid-Size Pickup Truck	\$30.55
Motor Grader	\$107.00

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Office Trailer up to 53 Ft.	\$49.92
Passenger Car - Full Size	\$29.00
Passenger Van- Compact Size\$-	\$38.00
Passenger Van- Medium Size	\$49.50
Portable Toilet (Port A John)	\$16.34
Power Saw, Circular	\$19.50
Self-Loading Knuckleboom Large Capacity	\$212.00
Self-Loading Knuckleboom Medium Capacity	\$187.60
Self-Loading Knuckleboom Small Capacity	\$165.00
Side By Side ATV - Large	\$22.00
Side By Side ATV - Medium	\$18.00
Side By Side ATV – Small	\$15.00
Signal Truck with Impact Attenuator	\$48.00
Skid Steer	\$49.00
Small Backhoe loader	\$45.00
Small bulldozer	\$94.00
Small excavator	\$42.00
Small Wheel Loader	\$35.00
Small wood chipper	\$43.00
Stump Grinder - Large	\$97.00
Stump Grinder - Medium	\$78.00

*C.A.M.*

Stump Grinder - Small	\$68.00
Tools and Materials Trailer Up to 53 Ft.	\$18.00
Trash Transfer Trailer With Tractor	\$89.00
Vacuum Truck Large	\$222.00
Vacuum Truck Medium	\$195.00
Vacuum Truck Small	\$168.00
Walking Floor Trailer With Tractor	\$138.00
Water Truck	\$57.00
Wood Chipper Large	\$96.00
Wood Chipper Medium	\$75.00
Wood Chipper Small	\$54.00

*P.A.M.*

Other	Rate per person per day
Lodging, meals, water, and other living allowances	\$297

Notes applicable to "Labor and equipment" rates:

- a) \*Equipment must include mounted brush rakes (if applicable), mounted mulchers and any other required accessories for the work.
- b) Labor and equipment rate: Overtime rate defined as work above 40 hours per week.