

**PUERTO RICO ELECTRIC POWER AUTHORITY
SAN JUAN, PUERTO RICO**


FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2021-P00021 A

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority, (PREPA), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended (Act 83), represented in this act by its Interim Executive Director, Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico.-----

AS SECOND PARTY: Guzmán & Co. CPA'S, PSC. (GC), a corporation organized and registered to do business in Puerto Rico, represented in this act by its President,  Carlos L. Guzmán Peña, of legal age, single, and resident of Guaynabo, Puerto Rico, duly authorized to appear in representation of GC by Resolution dated July 10, 2020.----

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


WITNESSETH

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

WHEREAS: Pursuant Section 205(2)(d) of Act 83, competitive bidding shall not be necessary when professional or expert services or work are required and PREPA

deems it in the best interests of good administration for such works or services to be contracted without such announcements.-----

WHEREAS: On July 13, 2020, the appearing Parties executed the Professional Services Contract 2021-P00021 (Contract). Through the Contract, GC provides professional services to support PREPA with its accounting reconciliation processes, perform accounting duties for disaster related projects and analysis of all Federal Emergency Management Administration (FEMA) documentation for compliance with federal guidelines and provide support for audits, as well as expenses to be claimed to PREPA's insurance providers, among others.-----

 **WHEREAS:** The Article 2 of the Contract establishes that the Contract shall be in effect until October 30, 2020.-----

WHEREAS: The Article 4 of the Contract establishes that the amount of the Contract shall not exceed three hundred thousand dollars (\$300,000).-----

WHEREAS: On October 28, 2020, PREPA's Governing Board, through Resolution 4844 authorized an extension of the Agreement from October 31, 2020 through June 30, 2021. The Resolution 4844 authorized an increase to the Contract Amount by one million one hundred fifty-three thousand three hundred twenty-five dollars (\$1,153,325), from three hundred thousand dollars (\$300,000) to one million four hundred fifty-three thousand three hundred twenty-five dollars (\$1,453,325).-----

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

TERMS AND CONDITIONS

FIRST: The Parties agree to amend the Article 2. Term of the Contract, to extend the Contract until June 30, 2021. -----

SECOND: In accordance with the Article 4. Payment Term and Invoices, the Parties agree to increase its total amount by one million one hundred fifty-three thousand three hundred twenty-five dollars (\$1,153,325), from three hundred thousand dollars (\$300,000) to one million four hundred fifty-three thousand three hundred twenty-five dollars (\$1,453,325). The payments to be made under this Contract will be charged to account number 01-4019-92303-556-612. The remaining sentences and paragraphs of the Article 4 of the Contract, not affected by this amendment shall remain unaltered and fully enforceable. -----

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

FOURTH: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record. -----

FIFTH: GC acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions. -----

SIXTH: Previous to the signing of this Amendment, GC will have to submit the following documents or certifications: -----

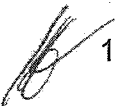
1. Certification issued by the Treasury Department of Puerto Rico which indicates that GC does not owe taxes, for any concept, to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that GC has filed its Income Tax Return for the last five (5) tax years. -----
3. A Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that GC has filed his Puerto Rico Sales. -----
4. GC's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----
5. Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that GC does not owe any tax to such governmental agency. -----
6. A Personal Property Tax Filing Certification, issued by the MRCC which indicates that GC has filed its Personal Property Tax Return for the last five (5) contributory terms. -----
7. Certification, issued by the Child Support Administration, assuring that GC is in compliance with the withholdings required by law as an employer ("Employer Compliance Certificate"). -----
8. Certificates, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that GC has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contributions, in accordance with the

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


9. 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. -----

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

11. Certification, license and/or authorization, issued by the Government of Puerto Rico to practices its profession, with no more than sixty days of the date that was issued.-

 12. GC hereby agrees to comply with the provisions of Act 2-2018, known as the Anti - Corruption Code for the New Puerto Rico (Act 2-2018). GC shall furnish a sworn statement to the effect that neither GC nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for GC 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 (Act 8-2017) or any of the crimes included in Act 2-2018. GC 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 (Act 1-2012), any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known

as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 2-2018, 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. PREPA shall have the right to terminate the agreement in the event GC is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, any of the crimes typified in Act 2-2018, 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. -----

 It shall be GC's responsibility, also to require all subcontracted third parties, other than those providing incidental services such as messenger and photocopy services, to comply with all the previous Certifications and to notify PREPA of such compliance. -----

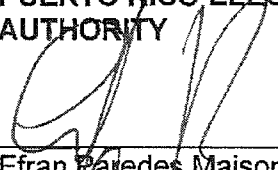
If any of the previously required Certifications shows a debt, and GC has requested a review or adjustment of this debt, GC will certify that it has made such request at the time of signing the Amendment of the Contract. If the requested review or adjustment is denied and such determination is final, GC will provide, immediately, proof of payment of this debt to PREPA; otherwise, GC accepts that the owed amount will be offset by PREPA and retained at the origin, deducted from the corresponding payments. Specifically, GC recognizes that submittal of the aforementioned certifications and documents is an essential condition of this

Amendment of Contract; and even in the case that they are partially incorrect, there will be sufficient cause for PREPA, at its option, to terminate, cancel or rescind the Contract.-----

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of 29 October 2020 2020.-----

**PUERTO RICO ELECTRIC POWER
AUTHORITY**



Efran Paredes Maisonet
Interim Executive Director

Guzmán & Co., CPA's PSC



Carlos L. Guzmán Peña
President