

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT
CONTRACT 89004 (REQ. 241209), 2021-P00096 A
FEASIBILITY STUDY FOR IMPROVEMENT
TO PREPA's HYDROELECTRICAL SYSTEM

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 Executive Director, Efran Paredes Maisonet, of legal age, married, engineer, and resident of Bayamón, Puerto Rico.--

AS SECOND PARTY: Black & Veatch Puerto Rico, PSC (Contractor), a corporation organized and existing under the laws of Puerto Rico, authorized to do business in Puerto Rico, represented in this act by its President, Rafael E. Frias Montijo, of legal age, married and resident of Parkland, Florida, by virtue of Corporate Resolution dated as December 10, 2020 .-----

WITNESSETH

In consideration of the mutual covenants hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows:-----

STATE

 WHEREAS: The appearing Parties executed the Contract 2021-P00096 on January 5, 2021 with a maximum amount of five hundred thousand dollars (\$500,000) and effective until June 30, 2021, to provide all the necessary specialized personnel, supervision, equipment, materials, engineering work, insurance, and bonds required for the Feasibility Study for Improvement to PREPA's Hydroelectrical System. All in strict accordance with the provisions of the Contract 2021-P00096, its Terms and Conditions, Proposal Forms, and Contractor's Proposal. -----

WHEREAS: Although, on June 18, 2021 the Contractor shall delivered the Final Summary Report of the engineering study, during the following months PREPA will need the Contractor's engineering support during the Puerto Rico Energy Bureau's (PREB) technical hearings. This, to explain the results of the study and to assist PREPA in any kind of additional information or clarification that the PREB may required . -----


WHEREAS: PREPA needs to continue receiving the Contractor's engineering expert consulting services and requests an extension to the Contract's term for the next fiscal year, from July 1, 2021 through June 30, 2022. -----

WHEREAS: PREPA estimates that will require services under this Contract, for Fiscal Year 2021-2022, with an amount not to exceed of one hundred thousand dollars (\$100,000).-----

WHEREAS: The Article 12.1 of the Contract, Term and Termination, states that the Contract may be extended for an additional annual fiscal period, at the exclusive option of PREPA and subject to the availability of funds.-----

THEREFORE, in consideration of the mutual covenants hereinafter stated, the Parties hereby agree to amend the Contract as follows: -----

TERMS AND CONDITIONS

 FIRST: In accordance with Article 12 of the Contract, Term and Termination, the Parties agree to extend the Contract's term from July 1, 2021 through June 30, 2022 (Fiscal Year 2021-2022). The remaining sentences and paragraphs of Article 12, not affected by this amendment shall remain unaltered and fully enforceable.-----

SECOND: The Parties agree to amend Article 3 of the Contract, Consideration, to increase its amount by one hundred thousand dollars (\$100,000), for Fiscal Year 2021-

2022, from five hundred thousand dollars (\$500,000) to six hundred thousand dollars (\$600,000) until June 30, 2022. The payments to be made under this First Amendment, will be charged to account 01-4019-92300-556-613.-----

The remaining sentences and paragraphs of Article 3, not affected by this amendment shall remain unaltered and fully enforceable.-----

THIRD: The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that after the front-end transition period 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 Contract as permitted by applicable law and at any time, without Contractor's consent, and without 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.-----



The Contractor acknowledges that all his responsibilities and obligations under the Contract, such as work to be performed and services to be provided, etc., will continue in full force and effect until the expiration of the thirty (30) day period. -----

FOURTH: The Contractor shall provide, before the execution of this First Amendment, the following documents and certifications: -----

- A. Certification issued by the Treasury Department of Puerto Rico which indicates that the Contractor does not owe taxes to the Commonwealth of Puerto Rico, or is paying such taxes by an installment plan in full compliance with its terms. -----
- B. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that the Contractor has filed his Income Tax Return for the last five (5) tax years. -----
- C. A Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that the Contractor has filed its Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods. -----
- D. Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that the Contractor does not owe any tax accruing during the last five (5) years to such governmental agency. -----
- E. A Personal Property Tax Filing Certification, issued by the MRCC which indicates that the Contractor has filed its Personal Property Tax Return for the last five (5) contributory terms. -----
- F. Certification, issued by the Child Support Administration, assuring that the Contractor is in compliance with the withholdings required by law as an employer. -----
- G. Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that the Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contributions accruing during the last five (5) years, 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. -----



- H. Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----
- I. Good Standing Certificate issued by the Department of State of Puerto Rico. -----
- J. Certification of Incorporation, or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----

If any of the previously required Certifications shows a debt, and the Contractor has requested a review or adjustment of this debt, the Contractor will certify 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, the Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, the Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----

FIFTH: Contractor 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). -----

Contractor shall furnish a sworn statement to the effect that neither Contractor 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 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 (Act 8-2017) or any of the crimes included in Act 2-2018.-----

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 (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 this 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, 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.-----

SIXTH: The Parties acknowledge that the Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this First Amendment.-----

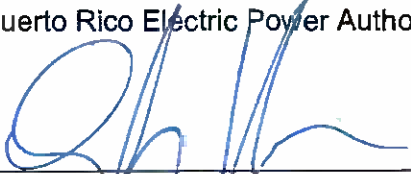
SEVENTH: The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the Contract null and void and the Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Contract. -----



EIGHTH: The Parties agree that all other terms and conditions, established in the Contract shall remain unaltered and fully enforceable. -----


In WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment in San Juan, Puerto Rico, on this 2 day of June, 2021. -----

Puerto Rico Electric Power Authority



Efran Parades Maisonet
Executive Director
Social Security Number: 660-43-3747

Black & Veatch Puerto Rico, PSC



Rafael E. Frias Montijo
President
Social Security Number: 660-80-3565



Puerto Rico Electric Power Authority

Contractor Certification Requirement

The following certification shall be provided to the Puerto Rico Electric Power Authority by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract¹ is (are) the following:

Subcontractor	Principal or Owner	Role	Amount Payable
N/A			

2. Neither the contractor nor any of its owners,² partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

- Does not apply

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third persons to take any action

¹As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

²For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

Contractor Certification Requirement
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with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Puerto Rico Electric Power Authority any amounts, payments or benefits received from the Puerto Rico Electric Power Authority under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: Rafael E. Frias Montijo, President, Black & Veatch Puerto Rico, PSC

Date: 5/13/2021

Signature: 

