

**FIFTH AMENDMENT TO AGREEMENT
RELATED TO SERVICES FOR THE 301(h) PROGRAM BETWEEN
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY AND
UNIVERSITY OF PUERTO RICO, MAYAGÜEZ
AFI CONTRACT NO. 2000-000084-E**

This FIFTH Amendment, dated December 30, 2002 (the "Amendment"), of the AFI-Consultant Agreement, AFI Contract No. 2000-000084, dated September 1, 1999, as previously amended (the "Agreement", and collectively with the Amendment, the "Contract") is made and entered in San Juan, Puerto Rico, between the **Puerto Rico Infrastructure Financing Authority**, a public corporation of the Commonwealth of Puerto Rico ("PRIFA") created by Law No. 44 of June 21, 1988, as amended, represented herein by its Executive Director, Ramón A. Amador,

and the **University of Puerto Rico, Mayagüez Campus**, Tax I.D. represented in this act by Chancellor, Jorge I. Vélez Arocho, (the "Consultant"). Capitalized terms used in

this Amendment shall have the same meanings assigned to them in the Agreement.

WITNESSETH

WHEREAS, the parties agree to amend the Agreement to increase the amount by \$445,741.29 and extend the term until June 30, 2003.

PRIFA and the Consultant hereby agree to amend the Agreement as follows:

1. Paragraph 3 is hereby amended by deleting the same and replacing it with the following text:

Ja "Notwithstanding any other provision of the Agreement to the contrary, the aggregate amount of all Service Orders issued to the Consultant in accordance with the provisions of this Agreement shall not exceed (i) One Million Dollars (\$1,000,000.00) for the period ending June 30, 2000, (ii) One Million Dollars (\$1,000,000.00) for the period from July 1, 2000, to September 30, 2001, (iii) One Million Four Hundred Thousand Dollars (\$1,400,000.00) for the period from October 1, 2001, to December 31, 2002 (iv) and One Million Eight Hundred Forty Five Thousand Seven Hundred Forty One Dollars and Twenty Nine Cents (\$1,845,741.29) for the period from December 31, 2002 to June 30, 2003."

2. Paragraph 4 is hereby amended by deleting the same and replacing it with the following text:

"This Agreement shall remain in full force and effect until June 31, 2003; The Consultant acknowledges that the effective, timely, and expeditious completion of the services is of utmost importance."

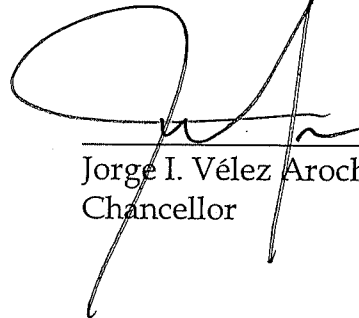
3. In all other respects the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESSES THEREOF, the parties hereto herein.

PUERTO RICO INFRASTRUCTURE FINANCING
AUTHORITY

Ramón A. Amador
Executive Director

UNIVERSITY OF PUERTO RICO,
MAYAGÜEZ CAMPUS




Jorge I. Vélez Arocho
Chancellor *llw*

AFI-CONSULTANT AGREEMENT

Contract No. AFI-00-084

This Agreement, made as of this 1st day of September, 1999 (this "Agreement"), between the PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY, a public corporation of the Government of Puerto Rico ("AFI"), created by Law No. 44 of June 21, 1988, as amended (the "Enabling Act"), represented herein by its Executive Director, Carlos J. Vivoni, of legal age, and University of Puerto Rico Mayagüez Campus, represented in this act by its Chancellor, Dr. Zulma R. Toro Ramos, of legal age, single, (the "Consultant").

1. AFI expects to engage the Consultant, from time to time, to provide environmental services (the "services") in support of studies required to maintain waivers under Section 301(h) of the federal Clean Water Act (the "CWA") from the secondary treatment requirements of the CWA. The waivers are being sought for the following wastewater treatment plants ("WWTPs") owned and operated by the Puerto Rico Aqueduct and Sewer Authority ("PRASA"): Aguadilla, Arecibo and Bayamón/Puerto Nuevo (the "301(h) Program"). In order to simplify the contract process, AFI and the Consultant hereby agree that, so long as this Agreement remains in effect, this Agreement sets forth the terms and conditions which will govern the legal relationship between AFI and the Consultant with respect to all services performed under this Agreement by the Consultant for AFI.

 2. AFI's engagement of the Consultant to perform services in particular will be based upon a written service order (the "Service Order"), containing at least the scope of the specific services to be performed by the Consultant, the amount and method of compensation to be paid for the services, the date of commencement of the services, and the scheduled date of completion of the services, and any other special terms and conditions applicable to the performance of the services. When a Service Order is executed by AFI's duly authorized representative and by the Consultant, the Service Order will automatically and without further action by the parties, so long as this Agreement remains in effect, include and incorporate all of the terms and conditions of this Agreement. The terms and conditions of this Agreement will supersede any inconsistent or contradictory terms and conditions of any Service Order, unless the Service Order expressly provides otherwise.

3. Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Service Orders issued to the Consultant in accordance with the provisions of this Agreement shall not exceed One Million Dollars (\$1,000,000.00) in the aggregate.

4. This Agreement shall remain in effect from the date stated above until the earlier of (i) such time as the Consultant has completed all of the services required under the terms of this Agreement, or (ii) June 30, 2000. The Consultant acknowledges that the effective, timely, and expeditious completion of the services is of utmost importance.

5. This Agreement may be terminated at any time by either party upon the giving of written notice of termination to the other. Termination of this Agreement, however, shall not affect the contractual relationship between the parties with respect to the completion of any Services then being performed under any Service Order by the Consultant.

6. AFI and Consultant hereby agree that, subject to the provisions of this Agreement, the terms and conditions of the attached **Attachment A** shall apply to each Service Order.

Attachments

Attachment A – Standard Terms and Conditions

Attachment B – Schedule of Billing Rates


Attachment C – Schedule of Reimbursable Expenses

Attachment D – Form of Service Order

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above-stated.

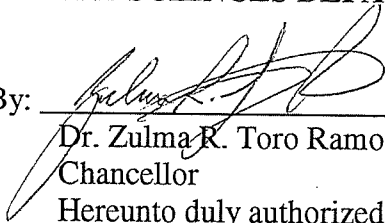
**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

By: _____


Carlos J. Vivoni
Executive Director
Hereunto duly authorized

**UPR – MAYAGÜEZ CAMPUS
MARINE SCIENCES DEPARTMENT**

By: _____


Dr. Zulma R. Toro Ramos
Chancellor
Hereunto duly authorized