

**GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY**

**SECOND AMENDMENT
PROFESSIONAL SERVICES CONTRACT
2020-P00008B**

APPEAR

AS FIRST PARTY: Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/Executive Director, mister José F. Ortiz Vázquez, of legal age, married, engineer, and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: José Alberto Pérez Canabal hereinafter referred to as "Consultant", of legal age, married, licensed engineer and a resident of Ponce, Puerto Rico. -----

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

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 a professional services Contract 2020-P00008 (Contract) on July 1, 2019, to perform strategic consulting services, as defined in the Contract. The Contract has an amount of one hundred-thirty thousand dollars (\$130,000) and is effective until February 29, 2019. -----

WHEREAS: In a memorandum of January 24, 2020 mister Fernando Padilla Padilla, Restructuring and Fiscal Affairs Administrator of the Project Management and Innovation

Office (PMO) stated that PREPA is undergoing restoration of its electrical system and continues facing new challenges, more so after the seismic events occurred in the past month which brought as a consequence a substantial loss of generation, specifically with the interruption of operations of the Costa Sur Steam Plant. Due to this, according to mister Padilla Padilla, it is necessary to retain the services provided by the Consultant to analyze, and evaluate the damages to PREPA's infrastructure and make recommendations regarding the recovery process. -----

WHEREAS: The PMO Office requests to extend the Contract Period until June 30,2020 an increase the Contract Amount by \$80,000 for the payment of services during the extension period. -----

THEREFORE: The appearing Parties hereby agree to enter into this Second Amendment under the following: -----



TERMS AND CONDITIONS

FIRST: The Parties agree to amend Item A of Article II of the Contract, Term, to extend the Contract Period until June 30, 2020. -----

The remaining sentences and paragraphs of the Article II shall remain unaltered and fully enforceable. -----

SECOND: The Parties agree to amend the Article III Payment, section A of the Contract to increase the Contract Amount by eighty thousand dollars (\$80,000) from the original amount of one hundred thirty thousand dollars (\$130,000). The Parties recognize that the total Contract Amount will be two hundred and ten thousand (\$210,000) dollars. The remaining language of Article III, as amended shall remain unaltered and fully enforceable. -----

All payments performed under this Second Amendment will be charged to PREPA's budget account number 01-4019-92319-556-673. -----

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

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

1. Certificate issued by the Treasury Department of Puerto Rico which indicates that Consultant does not owe taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Consultant has filed his Income Tax Return for the last five (5) tax years. -----
3. Certificate issued by the Municipal Revenues Collection Center (MRCC), demonstrating that Consultant does not owe any tax. -----
4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Consultant has filed the Personal Property Tax Return to such governmental agency. -----
5. Certificate issued by the Department of Labor and Human Resources of Puerto Rico, that indicates that Consultant has paid to the Department of Labor and Human Resources of Puerto Rico its employee contributions in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or



sickness), or is paying such contributions by an installment plan and is in full compliance with its terms.-----

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



Consequences of Non-Compliance

Consultant expressly agrees that the conditions outlined throughout this Section A 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 PREPA to render this Contract null and void. If any of the certifications listed in this Section A shows a debt, and Consultant has requested a review or adjustment of this debt, Consultant hereby certifies that it has made such request at the time of the Amendment execution. If the requested review or adjustment is denied and such determination is final, Consultant will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Consultant accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding

payments. Consultant accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every sub Consultant, if any, whose service Consultant has secured in connection with the Services to be rendered under this Contract and shall send evidence to PREPA as to its compliance with this requirement. -----

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

SIXTH: Consultant 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. -----

SEVENTH: Consultant hereby certifies that it has not been convicted in Puerto Rico or United States Federal court 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.-----

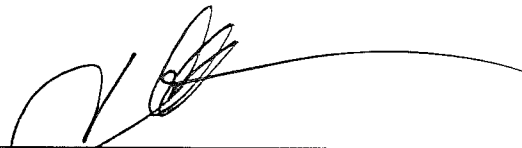
PREPA shall have the right to terminate this Contract in the event Consultant

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.-----

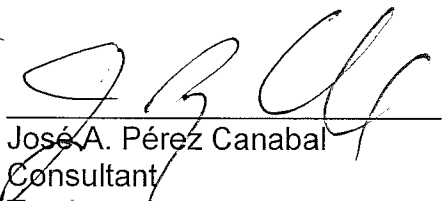
 EIGHTH: Consultant understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications and sworn statements are submitted to PREPA. -----

NINETH: 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 agreed to execute this Second Amendment of the Contract in San Juan, Puerto Rico, on this 13 day of February, 2020.-----



José F. Ortiz Vázquez
Chief Executive Officer
Puerto Rico Electric Power Authority



José A. Pérez Canabal
Consultant