

**COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY  
AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (2018-P00151)**

**APPEAR**

**AS FIRST PARTY:** The Puerto Rico Electric Power Authority, a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act No. 83 of May 2, 1941, as amended, represented in this act by its Chief Executive Officer/ Executive Director, José F. Ortiz Vázquez of legal age, married, engineer, and resident of San Juan, Puerto Rico, (hereinafter referred to as "PREPA").


**AS SECOND PARTY:** Sargent & Lundy, L.L.C., hereinafter referred to as "the Consultant", a limited liability company organized and existing under the laws of the State of Illinois, United States of America, authorized to do business in Puerto Rico, represented in this act by its Vice President, Matthew R. Thibodeau, of legal age, and resident of Illinois, USA, by virtue of the Power of Authority dated as of March 5, 2018.

Both, PREPA and the Consultant which are hereinafter referred to individually as a "Party" and jointly as "Parties",

**STATE**

WHEREAS: The appearing Parties executed Agreement 2018-P00151 on March 20, 2018 (Agreement) to provide PREPA professional services and financial consulting services, including expert testimony services related to the electric system owned by PREPA (Services). The maximum amount of this engagement was for two hundred and fifty thousand dollars (\$250,000) plus eight percent (8%) for reimbursable expenses (Agreement Amount).

WHEREAS: The Agreement was amended in five occasions:

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1. Amendment 1 on June 29, 2018 to correctly appoint the hourly rates that will be paid for the Services performed in U.S.A. and Puerto Rico.
  2. Amendment 2 on June 30, 2018 to extend the term of the Agreement until July 31, 2018.
  3. Amendment 3 on July 25, 2018 to incorporate all necessary work to perform a depreciation study, increase the Agreement Amount to three hundred and ninety-nine thousand dollars (\$399,000) of which one hundred twenty-four thousand dollars (\$124,000) was allocated for the depreciation study, two hundred and fifty thousand dollars (\$250,000) was allocated for the original contract work and the balance of this Agreement Amount was for reimbursable expenses, and to extend its term until June 30, 2019.
  4. Amendment 4 on October 3, 2018 to correct the period of the depreciation study.
  5. Amendment 5 on November 14, 2018 to expand the Consultant scope of services, increase the Agreement Amount from three hundred and ninety-nine thousand dollars (\$399,000) to five million eight hundred seventy-two thousand one hundred twenty-four dollars (\$5,872,124) and to include a chart that provided the total budget cost per task for the additional services added to the scope of services.

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WHEREAS: PREPA has requested, and the Consultant has been able to provide, new work requests that are within the Agreement's scope of services, including: a recent fuel contract study and contract extensions recommendation, evaluation of the EcoEléctrica gas design limits, and provide support on-demand to PREPA's staff, among other.

WHEREAS: In the Fifth Amendment to the Agreement, the Parties agreed to make an allocation of budgets for eight different tasks assigned to the scope of work.

WHEREAS: Due to the additional services request by PREPA to the Consultant, the Parties need to amend the Agreement to reallocate the budgets for eight different tasks assigned to the scope of work based on the fact that the Consultant has expended more budget in certain tasks due to PREPA's request.

NOW, THEREFORE: In consideration of the premises and the mutual covenants contained herein, PREPA and the Consultant agree to enter into this Sixth Amendment, reallocating budgets for the eight different Fifth Amendment tasks without change to the total combined value of all Amendments, under the following:

TERMS AND CONDITIONS

ONE: Article 3, Consideration of the Agreement is hereby amended to supersede the chart that provides the total budget cost per task, for the following:

Amendment	Task Description	New Work Stream Labor Budgets	Expenses	Total with Expenses
Original Contract	Condition Report (Original)	\$250,000.00	\$20,000	\$270,000.00
3 <sup>rd</sup>	Depreciation Study	\$124,000.00	\$5,000	\$129,000.00
5 <sup>th</sup>	Condition Report (4a)	\$663,000.00	\$34,980	\$697,980.00
5 <sup>th</sup>	Condition Report (4b)	\$225,637.70	\$5,604	\$231,241.70
5 <sup>th</sup>	Financial	\$105,000.00	\$10,500	\$115,500.00
5 <sup>th</sup>	Expert Witness	\$114,000.00	\$5,640	\$119,640.00
5 <sup>th</sup>	T&D Assessment	\$1,952,000.00	\$390,000	\$2,342,000.00
5 <sup>th</sup>	Market Sounding	\$0.00	\$3,000	\$3,000.00
5 <sup>th</sup>	Fuel Contracting	\$812,000.00	\$86,000	\$898,000.00
5 <sup>th</sup>	Natural Gas	\$987,762.30	\$78,000	\$1,065,762.30
6 <sup>th</sup>	Total through Sixth Amendment	\$5,233,400.00	\$638,724.00	\$5,872,124.00

TWO: The Parties agree that all other terms, conditions and requirements specified in the Agreement and not herein amended shall remain unaltered and fully enforceable.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Sixth Amendment this  
21 day of ~~April~~ <sup>May</sup> of 2019, in San Juan, Puerto Rico.


Puerto Rico Electric Power Authority

Consultant



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José F. Ortiz Vázquez  
Chief Executive Officer  
Employer Social Security 660-43-3747



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Matthew R. Thibodeau  
Vice President  
Employer Social Security 049-66-9221

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