

**COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY**

SECOND AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2019-P00122 B

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 Chief Executive Officer/Executive Director, José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico. -----

AS SECOND PARTY: CPM PR, LLC (Contractor), a corporation organized and existing under the laws of Puerto Rico, herein represented by its Vice-President, José Raúl Torres Morales, of legal age, married, executive and a resident of San Juan, duly authorized to appear in representation of the Contractor by Resolution dated March 9, 2020.-----

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

WITNESSETH

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

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

WHEREAS: The appearing Parties executed Professional Services Contract 2019-P00122 (Contract) on June 30, 2019, to provide services related to the management and control of the documentation associated with the execution of the projects, assistance to ensure compliance with federal regulations, performance of field inspections, and providing management, advice, and other tasks related to the administration of the reconstruction contracts. The Contract had a maximum amount of ^{9h} six million dollars (\$6,000,000) (Contract Amount) through June 30, 2020. This Contract was authorized by Resolution 4708 of PREPA's Governing Board, dated May 29, 2019. -----

WHEREAS: On February 26, 2020 the Governing Board, thought Resolution 4764, authorized PREPA's Chief Executive Officer to execute the First Amendment to the Contract to increase its amount by \$3,500,000 for a maximum Contract Amount of \$9,500,000. On March 17, 2020 PREPA and the Contractor executed the First Amendment of the Contract. -----

WHEREAS: On March 2020, the Governor of Puerto Rico issued Executive Orders OE-2020-023 and OE-2020-029 due to the Coronavirus (COVID-19) pandemic. This situation halted all the streetlight repair works and inspections. Due to these

circumstances, the streetlight repair work and inspections schedule, which would have been finished on June 30, 2020, will not be completed by said date. -----

WHEREAS: For the abovementioned situation the Program Management, Restructuring and Fiscal Affairs Office (PMO), requested a time extension for all of the streetlight repair contracts, that is, from July 1 to September 30, 2020, in order to finish the repair work and inspections, for which the Contractor services will be necessary. -----

WHEREAS: On April 29, 2020, PREPA's Governing Board, through Resolution 4777 authorized the Second Amendment to the Contract to extend its term from July 1 to September 30, 2020. -----

THEREFORE: In order to continue receiving the Contractor's services the Parties hereby agree to enter into this Second Amendment under the following: -----

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TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article II. Term of Contract, to extend its term from July 1 to September 30, 2020. The remaining language of Article II, as amended, shall remain unaltered and fully enforceable. -----

All payments performed under this Amendment will be charged to PREPA's budget account number 01-1747-17595-550-474. -----

SECOND: As for the original Contract, Contractor 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, Act 237-2004, as amended, which establishes uniform contracting requirements for professional services. -----

A. Contractor 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 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. -----
2. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Contractor 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 Contractor does not owe any tax. -----
- 9M 4. Certificate issued by the Municipal Revenues Collection Center (MRCC), indicates that Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is in compliance with it. -----
10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

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Consequences of Non-Compliance

Contractor expressly agrees that the conditions outlined throughout this Section A are essential requirements of the Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be enough cause for PREPA to render the Contract null and void. If any of the certifications listed in this Section A shows a debt, and Contractor has requested a review or adjustment of this debt, Contractor 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, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise,

Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each subcontractor, if any approved by PREPA, whose service Contractor has secured in connection with the Services to be rendered under the Contract and shall send evidence to PREPA to demonstrate its compliance with this requirement. -----

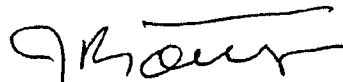
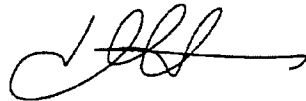
THIRD: Contractor understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications are submitted to PREPA.

9M FOURTH: The Parties agree that all other terms, conditions, specifications, stipulations, insurances, and requirements established in the Contract shall remain unaltered and fully enforceable. -----

In WITNESS WHEREOF, the Parties hereto have agreed to execute this Second Amendment to the Contract in San Juan, Puerto Rico, on this 9 day of June, 2020. -----

Puerto Rico Electric Power Authority

CPM PR, LLC



José F. Ortiz Vázquez
Chief Executive Officer

José Raul Torres Morales
Vice-President