

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

SECOND AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2020-P00049^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: AON Risk Solutions of Puerto Rico, Inc. (Consultant), a corporation organized and existing under the laws of Puerto Rico, represented in this act by its President / Chief Executive Officer, Eduardo José Criado Gierbolini, of legal age, married, and resident of San Juan, Puerto Rico, authorized by virtue of Corporate Resolution dated June 29, 2020. _____

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

RECITALS

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 2020-P00049 (Contract) on November 14, 2019, to provide PREPA actuarial consulting services. The Contract had a maximum amount of two hundred and fifty thousand dollars (\$250,000) (Contract Amount) through June 30, 2020. -----

WHEREAS: The appearing Parties executed the First Amendment of the Contract on May 26, 2020, to add a Liability Clause. -----

WHEREAS: The Project Management Office (PMO), requested a time extension for the Contract, from July 1, 2020 to June 30, 2021, with an increase in the Contract Amount of two hundred and ten thousand dollars (\$210,000) for Fiscal Year 2020-2021. -----

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

TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article 4. Contract Term, to extend its term from July 1, 2020 to June 30, 2021. The remaining language of Article 4, as amended, shall remain unaltered and fully enforceable. -----

SECOND: The Parties agree to amend Article 6 Payment, to increase the Contract Amount by two hundred and ten thousand dollars (\$210,00) for Fiscal Year 2020-2021. The Parties recognize that the total Contract Amount will be four hundred sixty thousand dollars (\$460,000). The remaining language of Article 6, as amended, shall remain unaltered and fully enforceable. -----

All payments performed under this 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, Act 237-2004, as amended, which establishes uniform contracting requirements for professional services.

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

Q4

- 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. -----
 10. Good Standing Certificate issued by the State Department of Puerto Rico. -----

Consequences of Non-Compliance

Consultant 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 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 subcontractor, if any approved by PREPA, whose service Consultant 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. _____

86
FOURTH: Consultant agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico. Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents. _____

Consultant 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 or any of the crimes included in Act 2-2018. _____

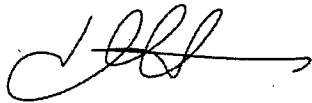
FIFTH: Consultant understands and agrees that PREPA is prohibited to process any payment under the Contract until the enumerated certifications are submitted to PREPA.

SIXTH: 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 30 day of June, 2020. _____

Puerto Rico Electric Power Authority

AON Risk Solutions of Puerto Rico, Inc.



José F. Ortiz Vázquez
Chief Executive Officer



Eduardo José Criado Gierbolini
President/CEO