

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

SECOND AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2020-P00063B

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 Interim Executive Director, Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico. -----

AS SECOND PARTY: Worldwide Services, Inc. (Consultant), a corporation organized and existing under the laws of Delaware, represented in this act by its Director, Debra T. Huser, of legal age, married, and resident of Alabama, United States, authorized by virtue of Corporate Resolution dated June 24, 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-P00063 (Contract) on December 11, 2019, to provide PREPA services related to

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the turnkey upgrade for the InService Outage Management System and the G/Technology Geographic Information System along with the interfaces with Supervisory Control and Data Acquisition System (SCADA), Work Management System and Synergi Electric Power Distribution Systems Simulation and Analysis Software. The Contract has a maximum amount of two million tree thousand sixty-nine six hundred seventeen dollars (\$2,369,617) (Contract Amount) through June 30, 2020. -----

WHEREAS: On May 28, 2020, PREPA's Governing Board through Resolution 4794 authorized the First Amendment to the Contract to extend its validity form July 1, to December 31, 2020. On June 28, 2020 PREPA and the Consultant executed the First Amendment to the Contract. -----

WHEREAS: At present PREPA needs to amend this Contract to swap/add products included in the G/Technology Statement of Work (SOW) of the Contract. These updates will provide PREPA with modern technological tools of the electrical industry to improve the organizational efficiency and productivity. These solutions will improve the planning, response times, collaboration, and communication during the most challenging and dynamic circumstances, in any emergency. -----

WHEREAS: Also, in the Contract was not included the Expenses and Reimbursement Guidelines (Guidelines). The Parties had agreed that is necessary to include the Guidelines in this Second Amendment as a reference for traveling expenses reimbursements. -----

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WHEREAS: For the abovementioned situations the Strategy and Information Office (IT), requested a Second Amendment to the Contract to swap/add products to the SOW and to add the Guidelines to the Contract. -----

THEREFORE: In order to make the abovementioned changes to the Contract the Parties hereby agree to enter into this Second Amendment under the following: -----

TERMS AND CONDITIONS

FIRST: As agreed in Article 2.3 Change Control, the Parties agreed to swap/add products included in the G/Technology SOW of the Contract. The swap/adds of the SOW are described as follows: Swap NetWorks Portal for G/Connect as the NetWorks client user interface; add software licenses for Intergraph NetWorks CIM Export to support incremental updates between InService and G/Technology and to add software and services to support incorporation of the Hexagon Imagery data into the G/Technology and NetWorks environments. The changes in the Master Terms and Conditions as a consequence of the modifications in the SOW are included with this Second Amendment as Appendix A. -----

SECOND: The Parties agree to include the Guidelines as Appendix B of this Amendment. All payments performed under this Amendment will be charged to PREPA's budget account number 01-4019-93023-556-644. -----

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.

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Consultant shall provide, for 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

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- 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 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 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

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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. -----

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

FIFTH: 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 29 day of October, 2020. -----

Puerto Rico Electric Power Authority



Efran Paredes Maisonet
Interim Executive Director

Worldwide Services, Inc.



Debra T. Huser
Director

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