

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

**SECOND AMENDMENT**

**PROFESSIONAL SERVICES CONTRACT**

**2020-P00087B**

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

AS SECOND PARTY: Fusionworks, Inc. (Consultant), a corporation organized and existing under the laws of Puerto Rico, represented in this act by its Secretary, Leslie Luciano Dávila, of legal age, married, and resident of San Juan, Puerto Rico, authorized by virtue of Corporate Resolution dated June 15, 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-P00087 (Contract) on March 11, 2020, to provide PREPA financial advisory

services. The Contract had a maximum amount of one hundred ten thousand four hundred sixty-one dollars (\$110,461) (Contract Amount) through June 30, 2020. -----

WHEREAS: On June 26, 2020, the Parties executed the First Amendment to the Contract to extend its validity from July 1, to December 31, 2020 with a Maximum Amount of two hundred ninety-seven thousand four hundred twenty-seven and fifty cents (\$297,427.50).

WHEREAS: At present the Consultant is supporting PREPA in the assessment, development, and preparation of financial and operational reports to meet the requirements of the Fiscal Plan approved by the Financial Oversight and Management Board for Puerto Rico (Financial Oversight and Management Board). Also the Consultant is assisting PREPA in the following tasks: carrying out proofs of concept on alternatives to attend the accounting of medical plan bills to address the Fiscal Oversight Management Board's request to offer more details in the health benefits item spend; configuration of financial reports in Oracle called Financial Statement Generator to streamline analysis and reporting processes for Budget to Actual, Necessary Maintenance Expenses, among others projects and offering training to the PMO and the Finance Directorate personnel on how to create the Financial Statement Generator reports. -----

 Is essential for PREPA to received uninterruptedly these services because they are critical in the implementation of PREPA's Certified Fiscal Plan for Fiscal Year 2020-2021 and the analysis of Necessary Maintenance Expenditures projections, among other important tasks related to the Financial Oversight and Management Board's requirements. -----

WHEREAS: For the abovementioned situation the Project Management Office (PMO), requested a time extension for the Contract, from January 1, to June 30, 2021, with an increase in the Contract Amount of two hundred thousand dollars (\$of \$200,00) 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 January 1, 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 thousand dollars (\$200,000) for Fiscal Year 2020-2021. The Parties recognize that the total Contract Amount will be four hundred ninety-seven thousand four hundred twenty-seven and fifty cents (\$ \$497,427.50). 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 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. -----

Pursuant to the Financial Oversight and Management Board's contract review policy (FOMB POLICY: REVIEW OF CONTRACTS, as modified on October 30, 2020), all proposed contracts with any governmental entity must include a certification (Contractor Certification Requirement) included as Attachment, in which the contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentations, inaccuracy or falseness in such Certification will render the contract null and void and the contractor will the obligation to reimburse immediately to PREPA any amounts, payments or benefits received from PREPA under this contract. -----

FOURTH: The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that after the front-end transition period of a Partnership Contract, Sale Contract, or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a "Transfer") any of its rights, title, or interest in this Contract as permitted by applicable law and at any time, without Consultant's consent, and without cost, expense, or incremental



liability to PREPA, to any future operator of Puerto Rico's electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify Consultant no later than thirty (30) days before the effective date of any such Transfer.-----

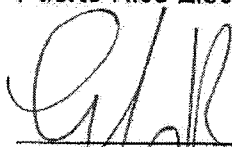
The Consultant acknowledges that all his responsibilities and obligations under the Contract, such as work to be performed and services to be provided, etc., will continue in full force and effect until the expiration of the thirty (30) day period. -----

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. -----

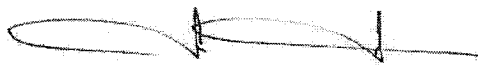
In WITNESS WHEREOF, the Parties hereto have agreed to execute this Second Amendment to the Contract in San Juan, Puerto Rico, on this 29 day of December, 2020. -----

Puerto Rico Electric Power Authority



Efran Paredes Maisonet  
Executive Director

Fusionworks, Inc.



Leslie Luciano Davila  
Treasurer / Director