

2021-P00108

PUERTO RICO ELECTRIC POWER AUTHORITY
PROFESSIONAL SERVICES CONTRACT

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA", a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act No. 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: Eduardo Javier Ortiz Declet hereinafter referred to as "Contractor", of legal age, married, attorney and resident of Humacao, Puerto Rico. Both PREPA and Contractor are herein individuals referred to as a "Party" and collectively referred to as the "Parties". -----

WITNESSETH

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

WHEREAS, Pursuant Section 205(2) (d) of Act 83 competitive bidding shall not be necessary when professional or expert services or work are required and PREPA deems it in the best interests of good administration for such works or services to be contracted without such announcements.-----

WHEREAS, being each Party empowered to enter into this Contract and perform their obligations hereunder in consideration of the premises and the mutual covenants contained herein, PREPA and Contractor agree into this Contract under the following:-----

TERMS AND CONDITIONS

Article 1. Scope of Services

This Article sets forth the terms and conditions on which Contractor will perform the Services. -----

- 1.1 All the activities of Contractor in relation to the terms and conditions of this Contract shall be supervised by and coordinated through the Head of Division of Irregularities of Electric Power Consumption (ICEE) or the person in whom he delegates.-----
- 1.2 Contractor undertakes to provide PREPA with legal representation services in relation to complaints arising from irregularities in the consumption of electricity.-----
- 1.3 Contractor will carry out studies, legal investigations, shall render weekly reports and draft the documents that are necessary and pertinent for the proper performance of the functions entrusted to it under the provisions of this Contract.-----
- 1.4 Contractor shall send to PREPA a copy of any written document prepared by her/him in relation to the cases or services provided in this Contract. These documents and reports will be delivered to the Head of ICEE.-----

Article 2. Payment Terms

In accordance with the terms and conditions contained herein, the total billing under this Contract shall not exceed fifty-four thousand dollars (\$54,000) during the term thereof. Payments performed under this Contract will be charged to the account number 01-4019-92313-556-615. -----

PREPA will pay Contractor for its services, as follows:-----

- 2.1 The Contractor will be paid one hundred dollars (\$100) for all the steps that she/he has taken in relation to the complaint, when before the initial hearing, one of the following situations takes place: PREPA's client dies and evidence arises that there are no heirs; PREPA's client filed for bankruptcy or is in the process of bankruptcy, in which case Contractor will submit a motion to that effect; PREPA's client agrees to pay the amount, (totally or partially); or PREPA decides to withdraw the case. -----
- 2.2 In those cases referred to the Contractor where all the hearings, proceedings and a resolution is issued, the Contractor will be paid three hundred dollars (\$300) or a five percent (5%) of the amount provided in the Resolution, whichever is less.-----
- 2.3 In those occasions in which PREPA requires the services of the Contractor to attend cases at the appellate level, including the Court of Appeals or Supreme Court of Puerto Rico, PREPA will pay the Contractor, for its services, at a rate of seventy-five dollars (\$75) per hour, for up to a maximum amount of twenty (20) hours per case. When the Contractor's billing reaches the twenty (20) hour per case, the Contractor shall notify PREPA. Before incurring in additional hours, PREPA will authorize the Contractor, in writing, for extra hours per case. Once PREPA's notification has been issued, Contractor, will ensure that no services will be rendered in excess of the additional authorized hours.-----

Article 3. Invoices

- 3.1 On the last day of each month Contractor will send monthly invoices, in original and copy, for the services provided. The invoice will be certified and will contain a detailed description of the services rendered, the name of PREPA's client, number

of the case, number of the account, amount claimed and amount recovered (if it was total payment or payment plan) of all the complaints worked by Contractor. Contractor shall use the complaints billing format that PREPA will provide him. Each complaint will be invoiced individually.-----

3.2 When the reimbursement of an extraordinary expense is requested, a copy of the prior written authorization granted by PREPA to incur such expense shall be submitted by Contractor. -----

3.3 The payments shall be done within sixty (60) days after the corresponding invoice approval by the Head of ICEE. -----

3.4 All invoices submitted by Contractor shall include the following Certification in order to proceed with its payment. This is an essential requirement and those invoices submitted without this Certification, will not be processed for payment.-----

I certify under penalty of nullity that no public servant of PREPA will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Contract. The only consideration to be received in exchange for the delivery of goods or for the Services provided is the agreed-upon price that has been negotiated with an authorized representative of the PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received.

Contractor 's signature

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3.5 Contractor shall notify promptly to PREPA when the billing under the Contract amounts seventy-five percent (75%) of the maximum amount of the Contract. Once this notification has been issued in coordination with PREPA, Contractor, will ensure that no services will be rendered in excess of the Contract amount. In addition, Contractor shall present an itemized list of the remaining billable works under the Contract.-----

3.6 Contractor shall keep a copy of all the documents showing the time invested in the work with which he supports his invoice. These documents will be available for examination by the internal or external auditors of PREPA.-----

3.7 At the end of each month,³³ Contractor shall submit to the Head of ICEE, a detailed report of the work plan for the next month that includes the number of cases.-----

Article 4. Term of Services

This Contract shall be in effect from its execution date until June 30, 2021. Contractor expressly recognizes that in the event that there are no funds budgeted or provided for the payment of services contracted herein, PREPA shall have the right to terminate the Contract, and Contractor shall have no right to be paid except for the services already performed and rendered to PREPA.-----

The Contract may be extended, at the exclusive option of PREPA, for additional annual fiscal periods subject to the availability of funds.-----

Article 5. Termination

5.1 Notwithstanding anything to the contrary in this Contract regarding its term, PREPA may, at any moment and for any reason, terminate this Contract for its convenience

after giving Contractor not less than thirty (30) consecutive days prior written notice. In the event of PREPA's termination for convenience as described above, Contractor shall recover from PREPA, as complete settlement for such termination, the payment for any work performed by Contractor prior to notice of termination by PREPA. Contractor shall provide all evidence to PREPA's approval of final invoice.-

5.2 PREPA may terminate this Contract if Contractor defaults in its performance of any material obligation under this Contract, and Contractor does not cure such default in performance within a period of seven (7) calendar days after Contractor's receipt of such written notice of default from PREPA, unless such default is not reasonably capable of being cured within seven (7) days, in which case such cure period shall be extended as reasonably necessary, but not more than seven (7) additional days. The exercise of its right to terminate, cancel or rescind this Contract shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law for delays or breach incurred by Contractor in the performance of its obligations under this Contract. Contractor shall have no further right to compensation except for what has been accrued for services rendered under the Contract until said effective termination. -----

5.3 Contractor shall have a reciprocal right to terminate this Contract upon the same terms available to PREPA, as described herein, so long as such termination is consistent with the ethical obligations applicable to Contractor under the circumstances. -----


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5.4 The exercise by either Party of its right to terminate hereunder shall not be interpreted or construed as a waiver or relinquishment by that Party of any other right or remedy it may have under this Contract or under the law.-----

Article 6. Insurance

Contractor shall secure and maintain in full force and effect during the life of this Contract as provided herein, policies of insurance covering all operations engaged in by the Contract as follows:-----

1. Automobile Liability Insurance:

 The Contractor shall provide an Automobile Liability Insurance with limits of at least \$100,000 in bodily injury per person, at least \$300,000 in bodily injury per accident and at least \$100,000 in property damage per accident.-----

The Automobile Liability Insurance required under this Contract, shall be endorsed to include:-----

a. As Additional Insured:

Puerto Rico Electric Power Authority
Risk Management Office
PO Box 364267
San Juan, Puerto Rico 00936-4267

b. A 30 day cancellation or nonrenewable notice to be sent to the above address.-

2. Professional Liability Insurance:

The Contractor shall provide a Professional Liability Insurance with limits of at least \$1,000,000 per claim and at least \$1,000,000 aggregate.-----

Furnishing of Policies:

All required policies of insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico.-----

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.-----

Article 7. Compliance with the Commonwealth of Puerto Rico Contracting Requirements

The Contractor will comply with all applicable Law, Regulations, or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. -----

A. Filing of Puerto Rico Income Tax Returns

In compliance with Executive Order Number OE-1991-24 of June 18, 1991, the Contractor hereby certifies that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. As evidence thereof, Contractor has delivered to PREPA an Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed his Income Tax Return for the last five (5) tax years (Form SC 6088).-----

B. Payment of Puerto Rico Income Taxes, including Puerto Rico Sales and Use Taxes

In compliance with Executive Order Number OE-1991-24 of June 18, 1991, the Contractor, hereby certifies that it has complied and is current with the payment of all income taxes that are, or were due, to the Government of Puerto Rico. As evidence

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thereof, Contractor has delivered to PREPA a certification issued by the Treasury Department of Puerto Rico indicating that Contractor does not owe taxes to the Commonwealth of Puerto Rico, for any concept including Puerto Rico Sales and Use Taxes; or is paying such taxes by an installment plan in full compliance with its terms (Form SC 6096). During the term of this Contract, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico. -----


C. Compliance with Requirements of the Department of Labor and Human Resources of the Commonwealth of Puerto Rico.

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Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. As evidence thereof, Contractor has delivered to PREPA: -----

1. A certification issued by the Bureau of Employment Security (*Negociado de Seguridad de Empleo*) of the Puerto Rico Department of Labor and Human Resources certifying that Contractor does not owe taxes regarding Unemployment or Disability Insurance.-----
2. A certification issued by the Program for Social Security for Chauffeurs and Other Employees of the Puerto Rico Department of Labor and Human Resources certifying that Contractor has no debt with respect to such program. -----

D. Real and Personal Property Taxes

Contractor hereby certifies and guarantees that it does not have any current debt regarding property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center (MTCC). The Contractor further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The Contractor shall provide:-----


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1. A certification issued by the MTCC, assuring that Contractor does not owe any tax accruing during the last five (5) years to such governmental agency with respect to personal property; or negative Debt certification issued by the MTCC with respect to personal property taxes and a sworn statement executed by Contractor indicating that (i) its revenues are derived from the rendering of professional services, (ii) during the last 5 years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1st of January of each year, (iii) that for such reasons it has not been required to file personal property tax returns, as required under Article 6.03 of Act 83-1991, as amended and (iv) that for such reason it does not have an electronic tax file in the MTCC's electronic system.-----
 2. All Concepts Debt Certification issued by the MTCC assuring that Contractor does not owe any taxes to such governmental agency with respect to real and personal property; or Negative certification issued by the MTCC with respect to real property taxes.-----

E. Sales and Use Taxes

The Contractor has delivered to PREPA:-----

1. A Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods.-----
2. A Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico.-----

F. Puerto Rico Child Support Administration

 Contractor hereby certifies that it is not duty bound to pay child support, or if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, the Contractor has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (ASUME) certifying that the Contractor has any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.-----

G. Compliance with Act 1 of Governmental Ethics

The Contractor will certify compliance with Act 1-2012, as amended, known as the Ethics Act of the Government of Puerto Rico (Act 1-2012), which stipulates that no employee or executive of PREPA nor any member of his or her immediate family (spouse, dependent children, or other members of his or her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation

with the Secretary of Treasury and the Secretary of Justice of the Government.
3 L.P.R.A. § 8611 et seq.-----

H. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People

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The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000 "*Law for the Strengthening of the Family Support and Livelihood of Elderly People*" in Spanish: "*Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada*", 3 L.P.R.A. § 8611 et seq.-----

I. Act 127 - 2004: Contract Registration in the Comptroller's Office of Puerto Rico Act

Payment for Services under this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended.-----

J. Prohibition with respect to execution by public officers: (3 L.P.R.A. § 8615(c))

No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.-----

K. Prohibition with respect to contracting with officers or employees: (3 L.P.R.A. § 8615(d))

No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.-----

L. Prohibition with respect to contracts with officers and employees of other Government entities: (3 L.P.R.A. § 8615(e))



No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.-----

M. Prohibition with respect to evaluation and approval by public officers: (3 L.P.R.A. § 8615(f))

No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office.-----

N. Prohibition with respect to execution by public officers contracts with former public officers: (3 L.P.R.A. § 8615(h))

No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such.-----

O. Dispensation

Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.-----

P. No Compensation for Appointments: (3 L.P.R.A. § 8615(o))

The Contractor acknowledges and accepts that he or she receives no payments or compensation for regular services rendered under a designation from any other public entity, except those authorized by law.-----

Q. Rules of Professional Ethics

The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his or her profession and assumes responsibility for his or her own actions.---

R. Anti-Corruption Code for a New Puerto Rico

1. Contractor 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 (Act 2-2018).-----
2. The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflict of interest, or of public policy, between the executive agency and the particular interests it represents.-----

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3. Contractor 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 (Act 8-2017) or any of the crimes included in Act 2-2018.-----
4. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3, or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-----
5. PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3, or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, any of the crimes typified in Act 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-----

S. Consequences of Non-Compliance


The Contractor expressly agrees that the conditions outlined throughout this Section are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for the PREPA to render this Contract null and void, and the Contractor shall reimburse the PREPA all moneys received under this Contract. If any of the certifications listed in items A through F of this Section 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 Contract 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. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and Subcontractor whose service the Contractor has secured in connection with the services to be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement.-----

T. Articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, provided that they are available.-----

Article 8. Applicable Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the contracting Parties expressly agree that only the courts of Puerto Rico shall be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Contract.-----

Article 9. Conflict of Interest

 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 PREPA and the particular interests it represents.-----

Contractor acknowledges that, while performing its professional obligations under this Contract, it has a duty of complete loyalty toward PREPA, in rendering its professional services, which includes not representing conflicting interests with respect to PREPA. Contractor represents conflicting interests when on behalf of a client it must contend for that which it is its duty to oppose to comply with its obligations with another previous or present client. Also, Contractor represents conflicting interests when its conduct is described as such in the canons of ethics applicable to Contractor and its personnel or in the laws or regulations of the Commonwealth of Puerto Rico. Contractor shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and other third persons and any other factors that become known to Contractor that present a conflict of interest at the time of executing this Contract or during its term.-----

In contracts with partnerships or firms, in the event that any of the partners, directors or employees of Contractor should engage in the conduct described herein with respect to representation of PREPA, said conduct shall constitute a violation of the prohibitions stated herein.-----

Contractor shall avoid even the appearance of the existence of conflicting interests.-----

Contractor acknowledges that the Executive Director of PREPA shall have the power to intervene in the acts of Contractor and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that PREPA should discover the existence of conflicting interests with Contractor, the Executive Director shall inform Contractor, in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period. During said period, Contractor may request a meeting with the Executive Director to present their arguments regarding the alleged conflict of interests, which meeting shall be granted by PREPA in every case of an alleged conflict of interests. In the event that Contractor does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily settled during the meeting, this Contract shall be cancelled.-----

Article 10. No discrimination

The Contractor agrees that it will not discriminate against any employee or applicant for employment on account of race, color, gender, age, sex, national or social origin, social status, political ideas or affiliation, religion, for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual

orientation, gender identity or immigrant status, for physical or mental disability, for veteran status or genetic information.-----

Article 11. Separability

If a court of competent jurisdiction declares any of the Contract provisions as null or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of the Contract and the parties agree to comply with their respective obligations under such provisions not included by the judicial declaration.-----



Article 12. Save and Hold Harmless

Contractor agrees to save and hold harmless and to indemnify PREPA for all expenses and costs of any nature (including reasonable attorneys' fees) incurred by PREPA arising out of any third party claim made by any person for bodily injuries, including death, or for property damage, to the extent directly caused by Contractor, by the negligent act or omission, in the performance or nonperformance of its obligations under the Contract, but not to the point directly caused by negligence or tort of PREPA or a third party, which is not an employee or subcontractor of Contractor.-----

With respect to any indemnity set forth in this Contract, each indemnity shall give prompt notice of its receipt of any threat, indication or other notice of any claim, investigation or demand that might give rise to any losses required to be indemnified hereunder and shall reasonably cooperate in the defense of such claim. The indemnifying party shall have the right to conduct defense of such action at its sole expense.-----

Article 13. Notices

Notices are deemed given when delivered personally or properly mailed to the Parties at the following addresses:-----

To PREPA: Puerto Rico Electric Power Authority
PO Box 364267
San Juan, PR 00936-4267

Attention: Efran Paredes Maisonet
Executive Director

To Contractor: Eduardo Ortiz Declet
295 Palmas Inn Way
Suite 104 PMB189
Humacao, Puerto Rico 00791

Article 14. Change in Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractor's costs when providing the services, shall be Contractor's responsibility and PREPA shall not be obligated to make additional payments beyond the price originally agreed for those services. -----

Article 15. Force Majeure

The Parties hereto shall be excused from performing hereunder and shall not be liable in damages, if and only to the extent that they shall be unable to perform, or are prevented from performing by a force majeure event. For purposes of this Contract, force majeure means any cause without the fault or negligence and beyond the reasonable control of, the Party claiming the occurrence of a force majeure event. Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public

enemy, terrorism, war, blockades, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental PREPA; provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the Party claiming the force majeure event, and that such Party, within ten (10) days after the occurrence of the alleged force majeure event, gives the other Party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a force majeure event has occurred shall be on the Party claiming the force majeure event.-----

Handwritten initials

Article 16. Amendments

Contractor and PREPA expressly agree that no amendment or change order which may be made to the Contract, during its term, shall be made, unless both Parties agree to it, specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives Contractor a time extension for the compliance with any of its obligations under the Contract or where PREPA does not enforce any of its credits or rights under the Contract.-----

Article 17. Subcontract

Contractor shall not assign nor subcontract its rights and obligations under this Contract, except in the event PREPA gives written authorization for such actions; provided that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) Contractor delivers PREPA a copy of the subcontract, not less than thirty (30) days prior to the effective date of proposed subcontract; (2) the

subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Contractor's right under the subcontract, in the event that PREPA declares Contractor in breach or default of any of the Contract terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply with all Contractor's obligations under the Contract (mirror image clause), except for such obligations, terms, and conditions which exclusively related to works or services not included under the subcontract.-----

Contractor shall be responsible for any Services performed by any subcontractor as if such were performed by Contractor itself.-----

Article 18. Transfer of Funds

If Contractor decides to assign or transfer an amount, due or payable, to which he is entitled for services rendered or goods provided during the term of this Contract, Contractor shall notify PREPA of such transfer of funds, in accordance to the provisions of Act 21-2012. Said notice shall clearly indicate the rights granted, including a copy of the contract under which the assignment or transfer of funds is made, the exact amount of funds to be assigned or transferred, and specific identification information regarding the assignee (full name of the person or company), address and any other contact information.-----

Contractor acknowledges and agrees that PREPA may deduct any amount, due or payable under this Contract, that Contractor owes; PREPA may retain any said amount if Contractor fails to fulfill its obligations and responsibilities under this Contract, or a claim

arises for warranty or defects regarding the services rendered or goods provided under this Contract. Contractor also acknowledges and agrees that PREPA's payment obligation under any assignment of funds will cease upon payment of the outstanding amounts under this Contract. PREPA shall not be required to make payments or transfer any funds for an amount that exceeds the payment to which Contractor is entitled to under this Contract. Contractor's aforementioned notice of assignment of funds shall be accompanied by a cashier's check or money order payment of two hundred dollars (\$200), payable to "Puerto Rico Electric Power PREPA", for administrative costs for processing said assignment.-----

 Article 19. Independent Contractor

Contractor shall be considered as an independent Contractor for all material purposes under this Contract, and all persons engaged or contracted by Contractor for the performance of its obligations herein, shall be considered as its partners, employees or agents or those of its subcontractors, and not as partners, employees or agents of PREPA. In consequence, Contractor is not entitled to any fringe benefits, such as, but not limited to vacation, sick leave, and other.-----

Article 20. Responsibility for Damages

The appearing Parties agree that their responsibilities for damages under this Contract will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.-----

Article 21. Adverse Interests

Contractor agrees that, during the term of this Contract, and after its termination up to three (3) years, neither the Contractor nor any entity or person directly or indirectly affiliated to her/him may represent adverse interests to PREPA in any issue related to irregularities in the consumption of electricity. -----

Article 22. Transformation Process

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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 Agreement as permitted by applicable law and at any time, without Contractor'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 Contractor no later than thirty (30) days before the effective date of any such Transfer. -----

Article 23. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

The Parties acknowledge that the Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of

November 6, 2017 and amended on October 30, 2020, signed by him. A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.-----

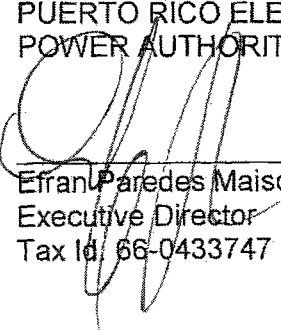
Article 24. Complete Contract

The terms and conditions contained herein constitute the entire agreement between PREPA and Contractor with respect to the subject matter of this Contract, and supersede all communications, negotiations, and agreements of the Parties, whether written or oral, other than these, made prior to the signing of this Contract.-----

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of

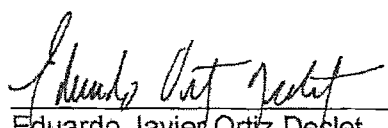
April 7, 2021-----

PUERTO RICO ELECTRIC
POWER AUTHORITY



Efran Paredes Maisonet
Executive Director
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CONTRACTOR



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