2022-P00031

GOVERNMENT OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY
PROFESSIONAL SERVICES CONTRACT

----------------------------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, engineer Josué A. Colón Ortiz, of legal age, married, and resident of Caguas, Puerto Rico.  

AS SECOND PARTY: González & Martinez Law Office, P.S.C., (G&M), a professional services corporation organized and registered (5013) to do business in Puerto Rico, represented in this act by its President, attorney Juan R. González Galarza, of legal age, married, lawyer, and resident in Carolina, Puerto Rico.  

Both PREPA and G&M are herein individually referred to as a Party and collectively referred to as the Parties.  

----------------------------WITNESSETH-------------------------------

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Contract, hereinafter stated, the Parties agree themselves, their personal representatives, and successors to enter into this Contract under the following:
TERMS AND CONDITIONS

Article 1. Scope of Services

1.1 In accordance with the terms and conditions set forth herein G&M shall provide legal representative to PREPA or any of its subsidiaries before judicial, administrative, legislative and municipal forums. The services under the contract include, but are not limited to:

A. Legal representation in civil litigation before the state, federal or administrative forums, as well as in civil actions before the Federal and State Courts classified as complex litigation, under the rules approved by the Supreme Court of Puerto Rico.

B. Specific Legal advice and representation in all matters related to labor disputes and disciplinary, preventive and corrective actions, procedure manuals, disciplinary manuals and collective bargaining in the private sector.

C. Corporate work including the preparation, drafting and review of all types of contracts, notary services and creation of any subsidiaries or affiliated corporate structures necessary for the delivery of seminars or participation in new markets, reorganization/restructuring of public agendas and corporations in compliance with current public policy and to improve operational efficiencies and financial performance.

D. Contract administration (both with private clients and government) and management in all contract phases: development, proposal, award and closing.
E. Legal representation in administrative proceedings for the acquisition of goods and services or approval of regulations, including: (a) representing PREPA in administrative proceedings to ensure compliance with the law when noncompliance affects PREPA's operations; (b) representing PREPA in proceedings to obtain permits or licenses necessary for its operations; (c) compliance with regulatory provisions, public policies and handling administrative investigations; (d) designing and implementing strategies in anticipation of future regulatory activity.

F. Identification of strategic projects in aligned with PREPA's public policy that could have a positive impact on the Island's socioeconomic development.

G. To seek the creation of strategic alliances which result in beneficial for PREPA.

H. Organize and offer seminars regarding legal matters pertinent to PREPA's functions. Organize and offer seminars to the Board of Directors on their duties and obligations as directors of a public corporation and regarding recent legislation promoting the socioeconomic development of the Island.

I. Prompt and effective attention to all of PREPA's legal needs before other government agencies, the Legislative Assembly, the Executive Branch, municipalities and the private sector.

J. Any other legal/strategic work upon request of PREPA, including fiscal and liquidity plans.

K. Guidance on the advantages and benefits offered by the Public-Private Partnerships Authority Enabling Law and how to classify an ESA project for the
use of said mechanism.

1. Legal representation of PREPA before regulatory agencies, including negotiations of fines and modifications of agreements before the EPA.

1.2 G&M shall provide necessary legal assistance in any other matters referred by PREPA for the defense of its interest.

1.3 At the direction of PREPA, G&M may be required to work with other consulting, legal, or other type of firms. The Parties agree to discuss such assignment in advance, so that all the Parties have a clear understanding as to their responsibilities. G&M is not responsible for worked performed by others.

1.4 PREPA will provide G&M all necessary information to perform the Services and will ensure that the required information is made available to G&M in a timely manner.

Article 2. Services Coordination

All the Services of G&M in relation to the terms and conditions of this Contract will be coordinated through PREPA's Legal Affairs Director or its authorized representative.

Article 3. Contract Assignment or Subcontract

G&M shall not assign nor subcontract its rights and obligations under this Contract, except in the event PREPA give written authorization for such actions. Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) G&M delivers to PREPA a copy of the subcontract, not less than thirty (30) days prior to the effective date of the 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 G&Ms' rights under
the subcontract, in the event that PREPA declares G&M 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 G&Ms' obligations under the Contract (mirror image clause), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify the issues or matters that will be referred to the subcontractor. These services shall be paid as part of the Contract Amount, as stated in Article 6, Payment.

Article 4. Contract Term

This Contract shall be in effect from the date of its execution until June 30, 2022 (The Contract Period). The Contract may be extended, for an additional annual fiscal period, at the exclusive option of PREPA and subject to the availability of funds, only by written amendment agreed upon by both Parties.

Article 5. Contract Termination

5.1 PREPA shall have the right to terminate this Contract, at any time, with thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to G&M. If notice is given, the Contract shall terminate upon the expiration of the thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) days notice period. G&M shall have no further right to compensation except for what has been accrued for
services rendered and expenses incurred under the Contract until said date of effective termination.

5.2 PREPA shall have the right to terminate this Contract immediately in the event of negligence, dereliction of duties or noncompliance by the G&M, without prior written notice.

5.3 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 G&M'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 G&M no later than thirty (30) days before the effective date of any such Transfer.

G&M 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) days period.
Article 6. Payment

6.1 In accordance with the terms and conditions contained herein, PREPA agree, and G&M accepts that the total amount to be paid under the Contract shall not exceed a cumulative amount of five hundred thousand dollars ($500,000) ("Contract Amount"). All payments to be made under this Contract will be charged to account 01-4019-92311-556-615. PREPA will only pay for Services already rendered before the submitted invoice date. PREPA will not be required to make advance payments for any future service to be rendered by G&M under the Contract.

6.2 Nothing herein shall preclude the Parties from agreeing to increase said amount in writing and signed by both Parties.

6.3 PREPA will pay for the Services rendered by G&M according to the following hourly rates: three hundred dollars ($300) per hour for attorneys having ten (10) or more years of experience, two hundred and fifty dollars ($250) for attorneys having five (5) or more years of experience but with less than ten (10) years of experience, one hundred and seventy five dollars ($175) for attorneys having five (5) years or less of experience. A list of G&M's professionals and their hourly rates, in accordance with their years of experience, is included as Annex A of the Contract.

6.4 Should the G&M assign another person to attend to PREPA's matters pursuant to this Contract, the G&M shall promptly send PREPA an amended schedule to include such person's name, position and rate, as well as request approval from PREPA.
6.4 G&M shall immediately notify PREPA when the billing under the Contract amounts seventy-five percent (75%) of the Contract Amount. Once this notification has been issued, G&M, in coordination with PREPA, will ensure that no services will be rendered in excess of the Contract Amount, except that a written amendment is agreed upon by both Parties. In addition, G&M shall present an itemized list of the remaining billable Services under the Contract.

Article 7. Invoices

7.1 G&M shall submit its invoices on a monthly basis for the work already performed during the preceding month. G&M will provide to PREPA an invoice for each billing period that will include a description of the services rendered and the number of hours spent. The invoice for professional services shall be itemized and must be duly certified by G&M.

7.2 PREPA will review the invoices within thirty (30) days of receipt, and if they comply with the requirements set forth in this Contract, it will proceed with payment. Payment is due within sixty (60) days of the receipt of the invoice. PREPA reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments subject to an audit.

7.3 PREPA shall not process invoices that do not include the items below:

- Invoice Number
- A brief description of the project or task to which the services relate.
- A full chronological description of the services performed during the statement period, the name of the professional who performed such
services and the hourly rates and the number of hours spent (by date) for each professional.  

- Fees, disbursements and total charges during the statement period, fiscal year to-date and since the commencement of the matter. 

- The name of PREPA's official that requested your services.

7.4 All invoices submitted by G&M shall include the following Certification in order to proceed with its payment:

No Interest Certification:

"We 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 performance of 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".

G&M's Signature

This is an essential requirement and those invoices without this Certification will not be processed for payment. In order to comply with the certification requirements set forth above, G&M shall require that subcontractors, if any approved by PREPA, providing Services also make the certification set forth above in any invoices submitted in connection with the Services.

Article 8. Transfer of Funds

8.1 If G&M 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,
G&M 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. 

8.2 G&M acknowledges and agrees that PREPA may deduct any amount, due or payable under this Contract that G&M owes; PREPA may retain any said amount if G&M 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. G&M 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 G&M is entitled to under this Contract. 

8.3 G&M shall include with its notice of assignment of funds a cashier’s check or money order for two hundred dollars ($200), payable to “Puerto Rico Electric Power Authority”, to cover administrative costs in processing such assignment.

Article 9. Information and Material Facts

9.1 PREPA shall promptly provide to G&M all information under the control of PREPA and necessary for G&M to perform the Services under this Contract and those material facts that G&M may reasonably require in order to provide its Services to
PREPA. PREPA will ensure, to the best of its knowledge and belief, that the documents, data, and other information and material facts provided to G&M, which are under its control, are true and complete, and does not constitute misleading or inaccurate information and G&M shall be entitled to rely on the accuracy and completeness of the documents, data, and other information and material facts. ----

9.2 PREPA will advise in writing G&M of any developments of which PREPA becomes aware, and which PREPA considers may have a material effect with respect to the information and/or facts provided to G&M. -----------------------------------------------

Article 10. Information Disclosure and Confidentiality

10.1 The Parties shall take all reasonable steps to keep confidential and use only for the purposes contemplated by the terms of the Contract the information provided by PREPA and/or G&M and take all reasonable steps to ensure that such information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract. -----------------------------------------------

10.2 The Parties also agree that, except as agreed to in writing by both Parties, they will not, at any time after termination of this Contract, disclose any confidential information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports prepared by G&M or under its control by reason of its consulting services, and that upon termination of this Contract each Party will turn over to the other all documents, papers, and other matters in its possession or under its control that relate to the other Party. G&M may retain one file copy for its records. -----------------------------------------------
10.3 The term "confidential information" shall include, but not be limited to, all information provided to G&M by PREPA or at PREPA's direction regarding its facilities or operations and all information gathered or developed by G&M regarding the same. The Parties further agree that proprietary records and documents related to G&M's business operations are confidential to G&M and will not be disclosed to PREPA or other Parties, except as ordered by the court. The Parties agree that PREPA will resist any attempt by opposing counsel or other Parties to obtain G&M's proprietary information. The term "confidential information", however, will not include information that:

(i) is or becomes public other than through a breach of this Contract;

(ii) is known to the receiving Party prior to the date of this Contract and with respect to which the receiving Party does not have any obligation of confidentiality; or

(iii) is independently developed by the receiving Party without use of, or reference to, confidential information.

10.4 The Parties acknowledge that disclosure of any confidential information by either Party will give rise to irreparable harm to the injured Party inadequately compensable in damages. Accordingly, either Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies, which may be available. ----

10.5 If this Contract terminates for any reason, G&M shall maintain in strictest confidence both; during the term of this Contract and subsequent to termination
of this Contract, and shall not during the term of this Contract or thereafter disclose or divulge to any person, firm, or corporation, or use directly or indirectly, for its own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to PREPA's operations or trade secrets relating to the business or affairs of PREPA which G&M may acquire or develop in connection with or as a result of the performance of the Services hereunder. In the event of an actual or threatened breach by G&M of the provisions of this paragraph, PREPA shall be entitled to injunctive relief for such breach. Nothing herein shall be construed as prohibiting PREPA from pursuing any other legal remedies available, including the recovery of damages from G&M.

The above provisions do not apply with respect to information, which G&M is requested to disclose under applicable law and regulations, court order, subpoena or governmental directives, in which case G&M shall provide PREPA prompt notice of such request in order to procure for PREPA a reasonable opportunity to oppose such disclosure. G&M agrees to expeditiously notify and submit to PREPA a copy of any court order or subpoena and to the extent possible provide any assistance to PREPA (in the form of documents) regarding the submission of such information.

With respect to this Contract and any information supplied in connection with this Contract and designated by the disclosing Party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate
manner and in accordance with applicable professional standards; (ii) use
confidential information only to perform its obligations under this Contract; and
(iii) reproduce confidential information only as required to perform its obligations
under this Contract.

Article 11. Rights and Titles

11.1 G&M will submit any reports reasonably required by PREPA regarding the
Services performed under this Contract. If required by PREPA, at the completion
of any assigned task, G&M will submit a final written report describing the work it
has performed. This requirement shall not be interpreted as a waiver by PREPA
of G&M's ethical obligation and responsibility of keeping PREPA informed of the
progress of the assigned matters.

11.2 All rights, titles and interest in any reports, documents, analyses, investigations
and any other by-product conceived or developed by G&M exclusively for
PREPA as a result of performing its obligations under this Contract shall be the
exclusive property of PREPA. G&M shall retain all right, title, and interest in and
to proprietary works of authorship, pre-existing or otherwise, that have not been
created specifically for PREPA under this Contract. With the exception of items
marked as "CONFIDENTIAL" by the G&M, PREPA shall retain the right to use,
refer, share, or provide to any third party, as PREPA may determine, the results
of any reports, documents, analyses, investigations or any other by-product of
the Services performed by G&M under this Contract.
Article 12. Copyright

G&M and PREPA shall jointly defend any suit or action brought against either party based on a claim that any document, report, study, analysis, copyrighted composition, article or any by-product of those, either used in the performance of the Services by G&M or provided to PREPA by G&M as part of its Services, or used in the performance of this Contract, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States. The Party of this Contract subject to the claim or that becomes aware of a potential claim shall promptly notify in writing the other Party of this Contract, and give the authority, information, and assistance reasonable and necessary for the defense of such claim.

Article 13. Warranty

13.1 G&M warrants that it shall perform the Services in accordance with the applicable standards of care and diligence at the time of performance of the Services, and which are normally practiced and recognized in performing services of a similar nature (the "Standard"). Should any of the Services provided by G&M not fulfill the above established Standard, G&M shall take all necessary corrective measures to rectify such deficient Services, at its own and exclusive cost, whenever such course of action is possible or desirable. The rectification of deficient Services by G&M shall not be understood as a waiver by PREPA to any other remedy it may have under this Contract or under the law or equity for any damages that G&M's may have caused to it by rendering such deficient Services.
13.2 No other warranty, express or implied, is made or intended by this Contract, by furnishing oral or written reports of findings made, or by any other act of G&M.

Article 14. 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 15. Independent Contractor

15.1 G&M shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by G&M for the performance of its obligations herein, shall be considered as its employees or agents, and not as employees or agents of PREPA.

15.2 As an independent contractor, G&M shall not be entitled to any fringe benefits, such as, but not limited to vacation, sick leave, and to which PREPA's employees are entitled.

Article 16. Employees not to Benefit

No officer, employee or agent of PREPA, nor of the Government of the Commonwealth of Puerto Rico or its Municipal Governments shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

Article 17. Conflict of Interest

17.1 G&M certifies that none of its representatives under this Contract receive payment or compensation of any nature, for the services regularly rendered through an appointment in another government agency, body, public corporation
or municipality of Puerto Rico. G&M also certifies that it may have other consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for G&M.

17.2 G&M acknowledges that in executing its services pursuant to this Contract it has a duty of complete loyalty towards PREPA which includes not having conflict of interest. "Conflict of Interest" means representing clients who have or may have interests that are contrary to PREPA but does not include rendering services that are unrelated to the services covered in this Contract. Also, G&M shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons that would result in a conflict of interest which would influence G&M when performing its responsibilities under this Contract. If G&M is required to provide services to another entity of the Executive Branch under the provisions of Article 30 and such services could result in a conflict of interests, G&M will notify PREPA in writing as provided in this article.

17.3 The Parties understand and agree that a conflict of interest exists when G&M must advocate a position or outcome on behalf of any existing or future client that is contrary to PREPA's interests. Also, any conduct defined in the Rules of Professional Conduct regarding conflict of interests shall apply to G&M and its personnel.

17.4 G&M acknowledges that PREPA's Executive Director shall have the power to intervene with the acts of G&M and/or its agents, employees, and subcontractors
regarding the enforcement of the prohibitions contained herein. In the event that the existence of adverse interests is discovered, the PREPA's Executive Director shall inform G&M in writing of PREPA's intention to terminate this Contract within a thirty (30) day period. During said period, G&M may request a hearing with the Executive Director to present its arguments regarding the alleged conflict of interests. In the event that G&M does not request such hearing during the specified thirty (30) day period or the controversy is not satisfactorily settled during the hearing, this Contract shall be canceled.

17.5 G&M certifies that, at the time of the execution of this Contract, it does not have nor does it represent anyone who has Conflict of Interests with PREPA. If such Conflict of Interest arises after the execution of the Contract, G&M shall notify PREPA immediately.

Article 18. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopied, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the Parties to the following addresses:

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

Attention: Eng. Josué A. Colón Ortiz
Executive Director
To G&M: González & Martínez Law Office, PSC
Attention: Lcdo. Juan R. González Galarza
1509 López Landrón Bldg.
Seventh Floor
San Juan, Puerto Rico 00911-1933

Article 19. Applicable Law and Venue
This Contract shall be governed by and construed in accordance with the laws of the
Commonwealth of Puerto Rico. Also, the Parties expressly agree that only the state
courts of Puerto Rico will 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 20. Change in Law
During the term of this Contract, any change in law, including, but not limited to changes
in applicable tax law, which cause an increase in G&M's costs when providing the
services, shall be G&M's responsibility and PREPA shall not be obligated to increase
the Contract Amount.

Article 21. Force Majeure
21.1 The Parties shall be excused from performing their respective responsibilities
and obligations under this Contract and shall not be liable in damages or
otherwise, if and only to the extent that they are unable to perform or are
prevented from performing by a force majeure event.

21.2 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.
21.3 Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public enemy, war, blockages, 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 authority; 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, 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.

Article 22. Novation

22.1 The Parties expressly agree that no amendment or change order, which could be made to the Contract during its term, shall be understood as a contractual novation, unless both Parties agree to the contrary, specifically and in writing.

22.2 The previous provision shall be equally applicable in such other cases where PREPA gives G&M a time extension for the compliance of any of its obligations under this Contract, or where PREPA dispenses the claim or demand of any of its credits or rights under the Contract.
Article 23. Severability

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

Article 24. Save and Hold Harmless

G&M 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 G&M 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 G&M. 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 25. Insurance

G&M 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:
A. **Automobile Liability Insurance**

1. G&M 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.

2. The Automobile Liability Insurance required under this Contract, shall be endorsed to include:
   
   a. **As Additional Insured:**
      
      Puerto Rico Electric Power Authority (PREPA)
      P O Box 364267
      San Juan, PR 00936-4267
   
   b. A 30 day cancelation or nonrenewable notice to be sent to the above address.

B. **Professional Liability Insurance:**

C. G&M shall provide a Professional Liability Insurance with limits of at least $1,000,000 per claim and at least $1,000,000 aggregate.

D. **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. G&M shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.
Article 26. Compliance with the Commonwealth of Puerto Rico Contracting Requirements

G&M will comply with all applicable State Law, Regulations and Executive Orders that regulate the contracting process and establish the requirements for governmental contracting in the Commonwealth of Puerto Rico, including but not limited to those mentioned in this Article. Also, G&M shall provide, before the execution of the Contract the following documents and acknowledgments: ---------------------------------------------------------

A. Professional Services Provider Certificate ("Certificado Único de Proveedores") from the Puerto Rico General Services Administration. -----------------------------------------------

B. Special Contribution for Professional and Consulting Services: As required by Act 48-2013, as amended, PREPA will withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract.-------------------------

C. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., G&M will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract. --------------------------

D. Income Tax Retention Law: PREPA shall deduct and withhold ten percent (10%) of any and all payments to residents of the Commonwealth of Puerto Rico as required by the Internal Revenue Code of Puerto Rico. In case of US citizens and Non-US citizens, which are nonresidents of the Commonwealth of Puerto Rico G&M will retain twenty percent (20%) and twenty-nine percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico’s Treasury Department (known in Spanish as Departamento de Hacienda de Puerto Rico).
G&M will request PREPA not to make such withholdings if, to the satisfaction of PREPA, G&M timely provides a release from such obligation by the Government of Puerto Rico’s Treasury Department. 3 L.P.R.A. § 8611 et seq.  

E. Compliance with Act 1 of Governmental Ethics: G&M will certify compliance with Act 1 of January 3, 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/her immediate family (spouse, dependent children or other members of his/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.;  

F. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: G&M 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.  

G. Act 127-2004: Contract Registration in the Comptroller’s Office of Puerto Rico Act: Payment for services object of 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 Act 18 of October 30, 1975, as amended.  

H. 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.

I. 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.

J. 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.

K. 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.
L. 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.

M. Dispensation: All necessary dispensations have been obtained from any government entity and that said dispensations should become part of the contracting record.

N. G&M agrees that 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.

O. Rules of Professional Ethics: G&M acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.

If any of the previously required Certifications shows a debt, and G&M has requested a review or adjustment of this debt, G&M will certify 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, G&M will provide, immediately, to PREPA a proof of payment of this debt; otherwise, G&M accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.
L. 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.

M. Dispensation: All necessary dispensations have been obtained from any government entity and that said dispensations should become part of the contracting record.

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Consequences of Non-Compliance: G&M expressly agrees that the conditions outlined throughout this Article 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 G&M shall reimburse the PREPA all moneys received under this Contract.

Article 27. Anti-Corruption Code for a New Puerto Rico

G&M 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). G&M 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. G&M shall furnish a sworn statement to the effect that neither G&M 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 G&M has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended (Act 8-2017), 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.

G&M 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, 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, as amended, known as the Act for the Administration and Transformation
of Human Resources in the Government of Puerto Rico.-----------------------------
PREPA shall have the right to terminate the Contract in the event G&M 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, as amended, known as the Puerto Rico Penal Code, 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.---

Article 28. Non-Discrimination
G&M 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 29. Contractor's Certification Requirement
The Parties acknowledge that G&M 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 G&M. A signed copy of the “Contractor Certification Requirement” is included as an annex to this Contract.---

G&M represents and warrants that the information included in G&M Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of falseness in such Certification will render the Contract null and void and G&M will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Contract. --

Article 30. Non – Recurring Professional Services or Specialized Professional Services

In matters of this Contract, the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.

Article 31. Entire Contract

The terms and conditions contained herein constitute the entire agreement between PREPA and G&M 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 THEREOF, the Parties hereto sign this Contract in San Juan, Puerto Rico this 30 day of November, 2021.

Puerto Rico Electric Power Authority
González & Martínez Law Office P.S.C.

Josué A. Colón Ortiz
Executive Director
Tax ID: 660-43-3747

Juan R. González Galarza
Tax ID: 66-0700813
jgonzalez@gmlex.net
### Annex A

| 1. Lcdo. Juan R. González Galarza | $300.00 |
| 2. Lcdo. Juan M. Martínez Nevárez | $300.00 |
| 3. Lcdo. Néstor Álvarez Allende | $300.00 |
| 4. Lcda. Sara Pagán Rodríguez | $300.00 |
| 5. Lcdo. José M. Álvarez Allende | $250.00 |
| 6. Lcda. Dahiana Cardona Rodríguez | $175.00 |
Puerto Rico Electric Power Authority

Contractor Certification Requirement

The following certification shall be provided to the Puerto Rico Electric Power Authority by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor’s subcontractor(s) in connection with the proposed contract is (are) the following:

   (Name of individual or firm, including names of principals or owners of the latter)
   (Principal terms and conditions of the contractual relation and role of the subcontractor)
   (Amount of proposed contract payable to each subcontractor)

2. Neither the contractor nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor’s compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

   (Name of individual or firm, including names of principals or owners of the latter)
   (Principal terms and conditions of the compensation sharing arrangement and consideration for such benefit)

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.

4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).

5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or subcontractors, has required, directly or indirectly, from third persons to take any action

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1As used herein, the term “contract” is inclusive of any amendments, modifications or extensions.

2For purposes of this certification, a contractor’s “owner” shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.
with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Puerto Rico Electric Power Authority any amounts, payments or benefits received from the Puerto Rico Electric Power Authority under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: [Signature]
Date: 11/18/2021
Signature: [Signature]