From:	Ramon O Caldas Pagan GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=8DAA1A3799E14154902472F15C80E198- RAMON O CAL>
Sent:	Tuesday, September 19, 2017 9:41 PM
To:	Andy Techmanski
Cc:	Ricardo L. Ramos Rodriguez
	; Edgardo L. Rivera Alvarado
	Nelson Morales Rivera ; GERARDO TARGA BENITEZ
	; JAVIER MORALES TAÑON
Subject:	RE: Power Line Storm Restoration

Hello, Andy,

Thank you so much for the information. In order to start the evaluation and contracting process we need the following information:

1) A formal proposal that includes:

- a) Personnel hourly rates
- b) Staff hourly rates (engineers, PM, Team Leader)
- c) Equipment daily/weekly/monthly rates
- d) Perdiem
- e) Other special rates

2) What is the ETA in PR if we mobilize next Friday (How fast and how many days in advance do you need to move your people from the US to PR)

- 3) What limitations your personal or your company have
- 4) What trainings your personal have for the different jobs and roles
- 5) The vehicles are 4X4
- 6) Your personal have experience working off road on remote sites
- 7) Do you have bilingual (Spanish/English) personnel?
- 8) What other terms and conditions your company has?
- 9) Is your personnel willing to be accommodated in double occupancy rooms?

These are some of our questions in order to see and evaluate how your services and capabilities are aligned with the different types of works we have to perform.

If you have any questions, let us know.

Best regards and thank you so much for your support,

RC

From: Andy Techmanski Sent: Monday, September 18, 2017 8:48 PM To: Ramon O Caldas Pagan Subject: Power Line Storm Restoration

Ramon,

Per you linkedin email below is our capabilities and resources available.

Workforce:

125 Men in crews consisting of power lineman, equipment operators, and apprentices. All crew members are accredited

through the International Brotherhood of Electrical Workers (IBEW) union.

We also have 15 construction/project managers, and engineers that could mobilize to assist.

Equipment:

35 Distribution Bucket Trucks10 Service Bucket Trucks35 Distribution Digger Derricks (Pole Setting)

10 Transmission Bucket Trucks (90' - 125')5 Transmission Digger Derricks10 Boom Trucks (30 ton+/-) with man baskets

4 Distribution conductor pulling sets (6k lb pullers, tensioners, reel trailers) 2 Transmission Line pulling sets (20k lb pullers, tensioners, reel trailers) 1 Live line Transmission Set (hot sticks, barehand, etc)

If we use dedicated ships and barges to mobilize, we could also bring a large stock of materials, poles, transformers, and conductor (wire, insulators, etc), with us to help supplement your depleting stock.

Our company has experience in building power lines and substations up to 500kv. We also have ample live line experience from 600v - 345kv. We have rubber gloves, sleeves and hot sticks to match any need you may have.

I could mobilize a forward team of 10 - 30 lineman and construction managers to start helping you package work ASAP.

Our transformer partner could start to ship transformers as soon as this week, in any voltage configuration. (obviously larger transformers will take more time).

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC Mobile: www.whitefishenergy.com

From:	Andy Techmanski <andy.techmanski@wl< th=""><th>nitefishenergy.com></th></andy.techmanski@wl<>	nitefishenergy.com>
Sent:	Sunday, September 24, 2017 2:15 AM	
To:	Ramon O Caldas Pagan	
Cc:	; JAVIER < >; EDO	>; Nelson Morales ERARDO TARGA BENITEZ MORALES TAÑON GARDO DIAZ REYES RBINA RIVAS
Subject:	Re: Power Line Storm Restoration	

Ramon,

When we initially fly down in the next 24-36 hours will you have hotel accommodations setup for us? If so will there be electricity and running water? Just trying to see what we need to do to prepare. Do you or your families need anything (generators, water, food, etc) for us to bring to help them?

Regards,

Andy Techmanski Sent from my iPhone

On Sep 23, 2017, at 7:53 PM, Ramon O Caldas Pagan wrote:

Hello Andy,

Today, we had a meeting and now we are ready for the mobilization. To do this, we need to know when is the sooner date you can bring your people to PR?

We only need the final Scope of Services (SOS) that your company will provide us, to prepare the electronic contract and send it to you. I include our standard T&C's for your evaluation and comments.

Also, we have 60 rooms at Verdanza hotel reserve to accommodate your first wave We need to know what are your needs to transport your equipment as soon as possible. We already have air transportation preapproved by FEMA for the most critical pieces of equipment. To complete the logistic plan we need to know all the technical info to be provided to the air cargo transporter and FEMA.

Best regards,

R

From: Andy Techmanski Sent: Saturday, September 23, 2017 9:04 PM To: Ramon O Caldas Pagan Cc: Ricardo L. Ramos Rodriguez; Pedro Morales Gonzalez; Edgardo L. Rivera Alvarado; Nelson Morales

Exhibit 2

Rivera; GERARDO TARGA BENITEZ; JAVIER MORALES TAÑON **Subject:** Re: Power Line Storm Restoration

Ramon,

Can you provide an update to your needs of power restoration? We have 50+ labor that have now been release for hurricane work from Florida Power and Light. These guys are in Miami. My concern is that we start to demobilize our of Florida and the cost to mobilize back will start to increase.

Regards,

Andy Techmanski Sent from my iPhone

On Sep 19, 2017, at 7:41 PM, Ramon O Caldas Pagan wrote:

Hello, Andy,

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1) A formal proposal that includes:

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- b) Staff hourly rates (engineers, PM, Team Leader)
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- 8) What other terms and conditions your company has?

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- 10 Boom Trucks (30 ton+/-) with man baskets
- 4 Distribution conductor pulling sets (6k lb pullers, tensioners, reel trailers)
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I could mobilize a forward team of 10 - 30 lineman and construction managers to start helping you package work ASAP.

Our transformer partner could start to ship transformers as soon as this week, in any voltage configuration. (obviously larger transformers will take more time).

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC Mobile: www.whitefishenergy.com<http://www.whitefishenergy.com> [1472612757304_WEH] <OutlookEmoji-1472612757304 WEH2b04912b-d2d5-4423-85bb-98c13afc8adb.jpg>

		Exhibit 3
	Ramon O Caldas Pagan	
From:		
Sent:	Sunday, October 1, 2017 9:02 AM	
To:	Mireya Rodriguez Fernandez	; Oscar
	Valentín Román	
Cc:	Ricardo L. Ramos Rodriguez	; GERARDO
	TARGA BENITEZ	; Edgardo L. Rivera
	Alvarado	
Subject:	Información WhiteFish Energy Holding	

Hola Mireya,

Estos son los correos que recibimos ayer y sobre los cuales estamos trabajando la estrategia para traer el personal.

Saludos,

RC

Ramon,

I just got off the phone with Mike Hyland the mutual aid coordinator with APPA. I emphasized the need to assist you with what ever resources he can. I told him we are having problems with logistics and need the governments support to expedite the mobilization to PR. He has setup a call with Frank Ford who is a Colonel in the Army for of engineers and will be coming to PR in coming days to execute the relief effort for them. I told Mike that we need frank to use military barges, ships and air transport to get us there quicker. I also said that we could use the army to set up a tent city for us. This would allow me to expedite sending us as many as 1000 lineman to assist your rebuild. Once I talk to the Army tomorrow I will report back to you .

Regards,

Andy Techmanski Sent from my iPhone

Ramon,

We will get you the generator and other items, no problem. As far as schedule, please see the below overview,

Mobilization Schedule:

Monday 10/2: Forward Management team to arrive with 7 managers

Tuesday 10/3: Forward Management team to arrive with 2 managers

Tuesday 10/3: First Fuel, Water, Food, and support materials Arrive in PR

Tuesday 10/3: Load Ship in Jacksonville FL with 30 pieces of power line equipment to PR

Wednesday 10/4:

Thursday 10/5: First 30 Lineman Arrive in PR

Friday 10/6: First load of power line equipment to arrive in PR (5-8 pieces)

10/6: 12 Men to PR

Saturday 10/7: Second Load of Power Line Equipment to Arrive in PR (4 pieces)

10/7; 12 Men to PR

Sunday 10/8: Third Load of Power Line Equipment to Arrive in PR (4 pieces)

Sunday 10/9: 42 Lineman Arrive to PR

Monday 10/9: Fourth Load of Power Line Equipment to Arrive in PR (4 Pieces)

10/10: 5th Air shipment of 4 pieces of equipment.

10/10: 12 lineman to PR

We will be able to ramp up to 100 men per week moving forward. The problem is the bottlenecks at port and airports are causing us to not be able to send more people quickly. We are going to find some solutions to get you more guys quicker.

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC Mobile: www.whitefishenergy.com

		<u>Exhibit 4</u>
From:	Ramon O Caldas Pagan	
Sent:	Tuesday, October 17, 2017 1:40 AM	
То:	Ivelisse Sanchez Soultaire	
Cc:	Delis Tamara Zambrana Colon	
Subject:	PRESENTATION FOR THE BOARD REFERENDUM	-
Attach:	Hurricane Maria Contracting Process.pdf	

Hola Ivelisse, Aquí te incluyo una presentación con la información para el board. Cualquier duda me dejas saber.

Saludos, R

PREPA0001483 Translation:

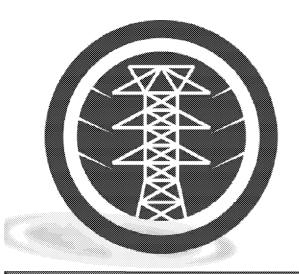
Hello Ivelisse,

Here I have included a presentation with the information for the board.

If you have any questions, please let me know.

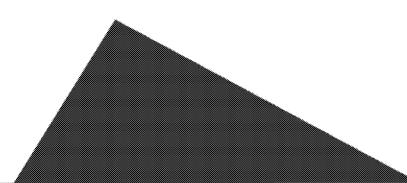
Greetings,

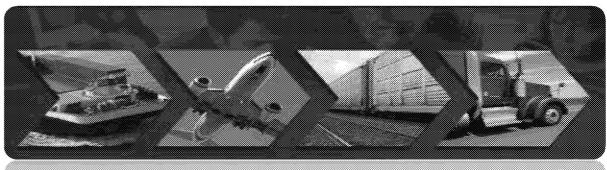
R



Emergency Contracting & Procurement Process Hurricane Maria





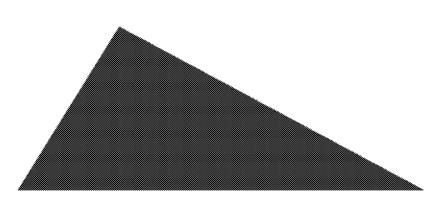


Presented by: Ramón Caldas

Exhibit 4

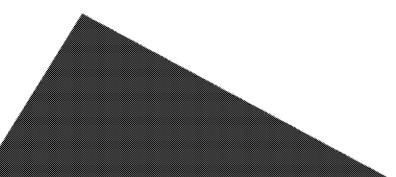
CONTRACTING PROCESS

- An RFI from August 18- 24 to select First Responders for Electrical Grid Emergency Repairs published in Power Advocate. Only local companies from Puerto Rico submitted proposals
- 72 Hours before hurricane Maria hits the island, PREPA began to request proposals from US mainland based companies



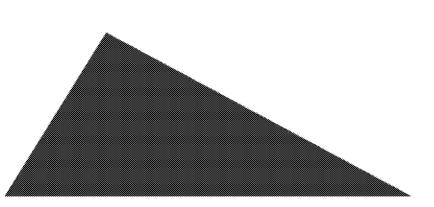
CONTRACTING PROCESS- TIMELINE

- 13 companies were contacted for multiple purposes, among them:
 - Boufort Tree Company
 - PowerSecure/Southern Company
 - Whitefish Energy Holdings
 - State Electric Corporation
 - B&B Electrical & Utility Contractors
 - Southern Electric Corporation of Mississippi
 - Expeditioner Global Logistics (XGL)
 - Prime Air Corp Logistics Company
 - Burns & McDonnell's



EMERGENCY CONTRACTING PROCESS CHALLENGES AND LIMITATIONS

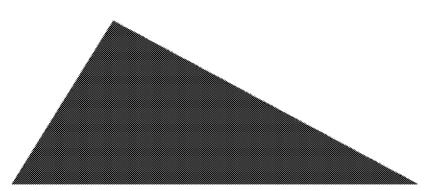
- > No power
- > No telephone (Mobile or Landline)
- Closed roads by debris and flooding
- No computer, internet or any other communication device
- Limited fuel supply



EMERGENCY CONTRACTING PROCESS COMPANIES SELECTION STRATEGY

Exhibit 4

- Goal was to select one or more companies to supply more than 800 crews for Transmission & Distribution with capability for immediate mobilization
- Select one company specialized in Transmission (dead/live) repairs on remote and difficult places
- Self-sourcing materials and related logistics
- Demonstrated capabilities to supply specialized and regular fleet and provide lodging for contractors, as well as fuel supply



LABOR RATES COMPARISON TABLE

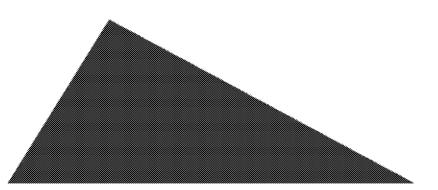
	POWERSECUI	RE		WHITEFISH		COBRA ENERGY*	SOUTHERN ELE	TRIC	STATE ELECTRIC		988 ELECTRIC	E.
Labor Rates per hour	OT	DT	AVG.	OT	DT	OT DT	от	01	TO	DT	OT	DT
Classification												
General Foreman	\$221.75	\$287.90	\$254.83	\$231.66			\$253.75		\$217.00		\$253.75	
Foreman	\$205.21	\$265.85	\$235.53	\$222.91			\$225.58		\$209.00		\$225.53	
Journeyman	\$188.68	\$243.80	\$216.24	\$217.34			\$207.75		\$204.00		\$207.75	
HEO	\$188.68	\$243.80	\$216.24	\$238.66			\$309.75		\$195.00		\$309.75	
Operator	\$155.60	\$199.70	\$177.65	\$202.22			\$189.42		\$170.00		\$197.75	
Groundman	\$122.53	\$155.60	\$139.06	\$168.83			\$225.58		\$141.00			
Step 7 Apprentice	\$172.14	\$221.75	\$196.94	\$202.22		*ALL INCLUSIVE RATES. SEE BELOW*	\$184.50		\$183.00		\$184.50	
Step 6	\$163.86	\$210.73	\$187.29	\$196.65		DELU 49	\$184.50		\$171.00		\$184.50	
Step 5	\$155.60	\$199.70	\$177.65	\$191.00			\$184.50		\$162.00		\$184.50	
Step 4	\$147.33	\$188.68	\$168.00	\$185.52			\$184.50		\$153.00		\$184.50	
Step 3	\$139.06	\$177.65	\$158.36	\$179.96			\$184.50		\$141.00		\$184.50	
Step 2	\$130.79	\$166.63	\$148.71	\$174.39			\$184.50		\$134.00		\$184.50	ļ
Step 1	\$122.53	\$155.60	\$139.06	\$168.83			\$184.50		\$124.00		\$184.50	

*Flat rate provides & regul	ar hai	urs ond	6 DT hours	
Blended rate skilled linemen and equipment for T&O and Substations	\$	4,000	\$ 285.71	RATES PER HOUR
Man Camp, all inclusive	\$ 1	\$5,000		8000000000000000000
Security Team	\$	2,000		
Logistic Team	\$	2,500		
Management Team	\$	2,500		

BACKGROUND: WHITEFISH ENERGY HOLDINGS, LLC

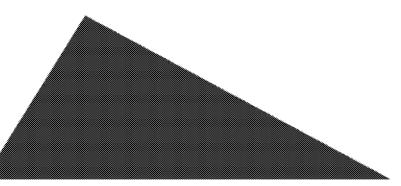
Exhibit 4

- First mainland company that arrived to the island to start the electric grid damage assessment and demonstrated ability to move forward in the swiftest manner possible
- Specializes in working on mountainous and difficult locations
- Requested a \$3.2MM mobilization payment, while other companies requested \$5MM mobilization payment and \$20MM deposit



BACKGROUND: WHITEFISH ENERGY HOLDINGS, LLC

- Whitefish's leadership and field management teams have proven track records and experience to execute on the most challenging projects.
- Extensive subcontractor relationships enable it to address projects at any scale while minimizing overhead and passing cost savings through to the client.
- Established in 2015, Whitefish is led by industry veteran Andy Techmanski who is a trained journeyman lineman with over 22 years of experience completing critical utility infrastructure projects worldwide. Techmanski is a power line executive with over 22 years of critical utility infrastructure experience. Techmanski is supported by a construction management team with decades of experience navigating mountainous terrain and difficult construction scenarios.
- Whitefish is backed by HBC Investments (HBC) and Flat Creek Capital (FCC), both based in Dallas, TX, and Comtrafo Transformers, based in Brazil.

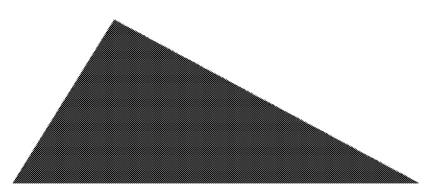


BACKGROUND: WHITEFISH ENERGY HOLDINGS, LLC

Exhibit 4

Recent Engagements

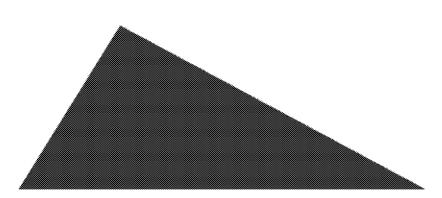
- Pinnacle Peak-Rogers (AZ): Hired by the Western Area Power Administration (WAPA / US Department of Energy) to install 230kv transmission line, direct embedded double-circuit steel pole structure, and conductor and overhead ground wire. Whitefish completed the project on budget and 52 days ahead of schedule.
- Slide Ridge Overhead Power Rebuild (WA): Hired by PUD No.1 of Chelan County to rebuild distribution line climbing 5,000 feet of elevation which was destroyed by forest fire. Due to the extreme terrain and conditions, helicopters were required to perform the work



TYPE OF CONTRACT

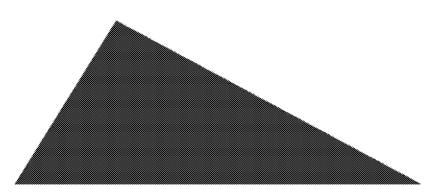
Exhibit 4

- Master Service Agreement (Blanket Contract), which is currently being amended for consistency with FEMA requirements
- Each line, feeder or segment of line will have a unique Contract Release
- Each release will have a detailed Scope of Work (SOW), budget and due date; in compliance with FEMA requirements.



CONTRACT PRICE

- Total amount of the contract will depend on the total amount of all contract releases. At this moment it is not possible to offer a full estimate because the scope of work is dynamic due to the fragility and precarious condition of the grid. All power grid was subject to overdesign mechanical stress, which caused significant hidden fractures and failures.
- PREPA paid a \$3.2MM emergency mobilization payment and has received an additional emergency mobilization payment invoice for \$4.3MM. In total, Whitefish has mobilized ~300 linemen to date.
- Initial estimates for the first 160 days of work amount to approximately \$250-320MM. PREPA is working on and expects to receive FEMA advances and reimbursements to cover the costs related to the works performed by Whitefish.



From:	SAMMY RODRIGUEZ ORTEGA		<u>Exhibit 5</u>
Sent:	Thursday, October 19, 2017 6:01 PM		
То:	Ramon O Caldas Pagan		
Cc:	Nelson Morales Rivera	; Luis M Morales Tañon	
Subject:	RE: Whitefish Contract Amendment 1, signed		

Buenas tardes Ramon:

El contrato del asunto u otro contrato relacionado nunca fue evaluado por la Oficina de Administración de Riesgos. Tampoco hemos recibido los certificados de seguros requeridos mediante este contrato para la evaluación correspondiente. Estamos consciente de la urgencia de los trabajos a realizar, no obstante, los riesgos asociados al alcance de estos trabajos son muy altos. En futuras instancias es recomendable que establezcamos una comunicación directa y efectiva para agilizar evaluaciones de esta envergadura.

Siempre hemos estado disponibles para atender todo asunto en que nuestra Oficina pueda aportar.

Debo señalar que el alcance de los trabajos de Whitefish no establece claramente si trabajaran en la restauración de la fibra óptica que discurre por el cable de ground de las líneas. Te agradezco nos aclares este punto debido a que en nuestro reclamo a los aseguradores, la fibra óptica es propiedad asegurada y demarca el paso critico de nuestro reclamo de *Business Interruption*. Saludos cordiales, SLRO

From: Ramon O Caldas Pagan Sent: Thursday, October 19, 2017 3:33 PM To: SAMMY RODRIGUEZ ORTEGA Cc: Nelson Morales Rivera Subject: FW: Whitefish Contract Amendment 1, signed

Saludos,

Según solicitado por Nelson Morales, referimos el contrato de referencia para su información/acción correspondiente.

Buenas tardes!

Tamara

From: Ramon O Caldas Pagan Sent: Wednesday, October 18, 2017 11:56 AM To: José A. Roque Torres Cc: Nelson Morales Rivera Subject: Whitefish Contract Amendment 1, signed

Saludos,

Favor de ver el anejo para el documento de referencia.

De requerir información adicional, no dude en solicitarla.

Buen día!

Tamara

PREPA0001956 Translation:

Good Afternoon Ramon:

The contract in question or another related contract was never evaluated by the Office of Risk Management. We also haven't received the proof of insurance required by this contract for the corresponding evaluation. We are conscious of the urgency of the work to be done, however, there are high risks associated with the scope of this work.

In the future we recommend establishing direct and effective communication to speed up evaluations of this scope.

We have always been available to attend to any matter in which our Office can contribute.

I should point out that the scope of Whitefish's work does not clearly establish whether they will work on the restoration fiber optic that runs through the ground cable of the lines. I thank you for clarifying this point because in our claim to the insurers, the fiber optic is insured property and demarcates the critical step of our Business Interruption claim.

Best regards, SLRO

GOVERNMENT OF PUERTO RICO PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT TO EMERGENCY MASTER SERVICE AGREEMENT FOR PREPA'S ELECTRICAL GRID REPAIRS - HURRICANE MARIA

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, represented in this act by its Executive Director, Ricardo Luis Ramos Rodríguez, of legal age, married, engineer and resident of Caguas, Puerto Rico.

AS SECOND PARTY: Whitefish Energy Holdings, LLC (Whitefish) a partnership organized and existing under the laws of the State of Montana, United States of America, with a place of business at 144 Aspen Ridge Way, Whitefish, MT 59937, herein represented by Andy Techmanski, of legal age, married, and a resident of Montana, hereinafter referred to collectively as " the Contractor") whose authority of representation is evidenced by corporate resolution.-----

Mh

WITNESSETH

PREPA00000157

WHEREAS: The PREPA's Governing Board ratified the execution of the Agreement between PREPA and the Contractor through the Resolution _____, dated October 17, 2017.

WHEREAS: According to the original terms of the Agreement PREPA disbursed the amount of \$3,700,000 for mobilization of personnel and equipment. The Agreement did not include the maximum amount to be paid. However, as authorized by PREPA's Governing Board Resolution, the parties agree to amend and supersede the Agreement dated September 26, 2017 to comply with the Federal Emergency Management Administration (FEMA) for the emergency repairs of the electrical infrastructure under the following:

TERMS AND CONDITIONS

ARTICLE 1: Scope of Contract

The Contractor shall provide labor, supervision, tools, and equipment necessary to perform transmission and distribution power grid reconstruction; from 600V to 230KV; aerial and underground; at the Puerto Rico Electric Power Authority, hereafter referred to as PREPA power grid. All in strict accordance with the provisions of this contract and contractor's emergency proposals submitted by email, including but not limited to those listed on Schedule I. PREPA will sign one Contract Release for each line, feeder or segment project. The terms and conditions stated in this Contract will govern on any Contract Release all in accordance and compliance with FEMA guidelines and regulations.

ARTICLE 2: Definitions

Whenever the words defined in this article or pronouns used instead are mentioned in this Contract, they shall have the meanings here given:

- 1) Engineer shall mean the Transmission and Distribution Director of PREPA, acting directly or through his properly authorized representatives.
- 2) Contracting Officer shall mean the Chief of Supply Chain Division and Contracting Officer of PREPA, acting directly or through his properly authorized representatives.

CAT

:

Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 3 of 34

- 3) Contract shall mean collectively, all the covenants, terms, and stipulations in these articles of agreement, which constitute an amendment and supersedes to that contract entered into by the parties on September 26, 2017, and in all supplementary documents hereto attached which constitute essential parts of the Contract and are hereby made part thereof, to wit:
 - Contract
 - -
 - Direct WEH Rate Schedule dated 10/17/2017 (Exhibit A)
 - Subcontractor Rate Schedule dated 10/17/2017 (Exhibit B)
 - Contract Release
 - Performance, and Payment Bonds
- 4) Change order A written agreement between the parties that sets out changes in price, time, or scope of work to the Contract, which has been approved by the appropriate official pursuant to the general authorization for approval.
- 5) Contract Release A purchase order created with reference to this contract, the contract release documentation (order date, quantity, value, number of the contract release order, account number, among others) is included as part of each release.

ARTICLE 3: Consideration

In accordance with the terms and conditions contained herein, PREPA agrees to pay and the Contractor accepts that PREPA will make payment for the work performed on a Time and Materials basis at the rates set forth in Schedule 1, as supplemented from time to time by additional subcontractors. As compensation for services rendered under this Contract, PREPA and the Contractor agree that the total amount to be paid under this Contract shall not exceed \$300,000,000 (the Contract Amount). All payments shall be made after the approval of the Contract Release.

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 Contractor under the Contract, except for those services related to the initial mobilization and final demobilization. Contractor shall submit weekly invoices which will include a description of the services rendered as per established in the SOW and the contractor's proposal. Each invoice shall be itemized and must be duly certified by an authorized representative of the Contractor.

PREPA will approve invoices within seven (7) calendar days, from time of receipt from contractors' initial submission. PREPA will review the invoices and if they are in compliance with the requirements set forth in the Contract, PREPA will proceed with payment within three (3) calendar days of the approval of invoice. Payment is due upon approval of a valid invoice. In any event, payment terms to contractor shall not exceed Net 10 Days from date of submission of invoice by contractor to PREPA. A finance charge

Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 4 of 34

of 1% per month shall be due on payments received after the date due pursuant to the schedule described above.

All invoices submitted by the Contractor shall include the following Certification in order to proceed with its payment.

No Interest Certification:

Under penalty of absolute nullity, I hereby certify that no employee, official or director of PREPA is a party or has been granted any interest or payment by Consultant in the profits or benefits to be obtained under this Contract by Consultant or if any employee, official or director of PREPA has any interest in the profits or benefits under this Contract a waiver has been previously obtained. I, also certify that the only consideration to provide the services under this Contract to Consultant is the payment agreed with PREPA's authorized representative. The total amount of this invoice is fair and correct. The services were provided and no payment has been received for said concept.

Contractor'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, Contractor shall require that subcontractors providing Services also make the certification set forth above in any invoices submitted in connection with the Services.

All invoices have to be sent to the following address:

Puerto Rico Electric Power Authority, Accounts Payable Section, PO Box 70253, San Juan, Puerto Rico 00936-0253

ARTICLE 4: Commencement and Completion of Work

4.1 Inspection and Delivery

Unless mutually agreed, all works shall be completed as per schedule of proposed progress from the commencement date as established per Contract Release for all work to be performed. The commencement date will be the beginning date stated on the letter of mobilization.

4.2 Schedule of Proposed Progress

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Contractor will use commercially reasonable efforts to perform the work in such a manner to meet PREPA's scheduling expectations, but PREPA waives any claim against Contractor related to delayed completion of the work.

4.3 Contract Term

This Contract shall be in effect for a period of twelve months beginning on the date on which parties sign the Contract (the "Original Term".). PREPA may extend the Original Term for additional periods of twelve (12) months by written amendment between the parties.

ARTICLE 5: Suspension of Work

- 5.1 PREPA may, at any time, suspend the whole or any portion of the work under this Service Contract Order, by providing Contractor with a written notice stating the reasons for suspension at least five (5) days in advance of the day the suspension shall take effect. The right of PREPA to suspend the work shall not be construed as denying the Contractor all actual, reasonable and necessary costs and expenses due to the delays caused by such suspension.
- 5.2 Either Party may suspend the whole or any portion of the work under this Order by reason of the occurrence of a Force Majeure event as described in Article 10 herein.
- 5.3 In case of suspension of the work by PREPA for any reason, or in case the work is suspended in whole or in part due to the occurrence of a Force Majeure event, Contractor's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any such suspension. Contractor will also have the right to claim lost revenue standing time of manpower and equipment, and overhead costs.
- 5.4 If the suspension extends for more than fifteen (15) days, the Contractor shall have the right to an equitable adjustment to the amounts payable to Contractor and the Contract shall be modified in writing accordingly. If a suspension extends beyond thirty (30) days, Contractor has the right to terminate this contract.

ARTICLE 6: Methods and Data

PREPA reserves the right to review and approve all methods and data, which the Contractor develops hereunder. Such review or approval shall in no way relieve the Contractor from its responsibilities, obligations or liabilities under this Contract. The Contractor shall obtain such reviews or approval in writing from PREPA. The Contractor shall keep at the working area a copy of the Contract and its supplementary documents at all times, give the Engineer access thereto.

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ARTICLE 7: Changes and/or Extra Work

PREPA may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Contract. These works assignment shall be agreed between Contractor and PREPA. The approval of this extra work is subject to PREPA's Project Manager. The Contractor shall work with PREPA to supply Emergency Crews for this purpose. Those Crews shall be independent of the Circuit Crews assigned to the scheduled circuit. All contractual specifications shall apply. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Contract unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from the Federal Emergency Management Agency ("FEMA") or any other U.S. Federal agency.

ARTICLE 7A: Payment

Payment shall be Time and Materials at the rates set forth in the attached schedule of rates. Payment for work performed under the Contract shall not exceed the ceiling price specified in the attached schedule of rates. PREPA shall have no obligation to pay the Contractor any amounts in excess of the Contract ceiling price. The Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price specified in the attached schedule of rates, unless and until PREPA notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this Contract. When and to the extent that the ceiling price set forth in the attached schedule of rates has been increased, any hours expended and material costs incurred by Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been increase in the ceiling price.

ARTICLE 8: Inspection

During the progress of work, the Engineer or its authorized representatives shall make daily inspections to evaluate all assigned works as established and accepted by PREPA to ensure Contractor compliance with the power line specifications. All jobs shall be executed, performed and built in full compliance with PREPA's Electrical Codes and any other special requirement established previous the commencement of works.

Job sites shall be marked with cones and signs visible from the nearest road to identify crew location.

All work performed by the Contractor is subject to inspection and approval by PREPA. PREPA to clearing identify and provide the required specification prior to commencement of work. Any work not meeting PREPA or generally accepted power line construction standards or turned in falsely will be redone at no cost to PREPA. If subsequent Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 7 of 34

inspections are required alter the initial follow up the actual cost shall be billed to Contractor. The presence of PREPA personnel shall not in any way alter, modify, or lessen the obligation of the Contractor to comply with the requirements of this Contract. Any inspection by PREPA personnel shall not be considered as an acceptance of waiver of warranty or other rights of the work inspected.

The Contractor shall promptly correct all work reasonably deemed by PREPA as failing to conform to the power grid construction specifications provided by PREPA to the Contractor pursuant to the previous paragraph. The Contractor shall promptly remedy the lack of performance and execute the work in accordance with the specifications, without expense to PREPA. If the Contractor fails to correct work deemed by PREPA within a reasonable time after notice has been given to the Contractor, PREPA may correct such work at the expense of the Contractor. Such expense may be deducted by PREPA from any payments due or to become due to the Contractor or, if final payment has been made, the Contractor shall reimburse PREPA such amounts.

Contractor will not be subject to compliance with any performance specification during the duration of this reconstruction work.

ARTICLE 9: Access to Work

- The Contractor shall permit all persons appointed or authorized by PREPA to visit and inspect the work or any part thereof at all times and places during the progress of same.
- Subject to appropriate safety considerations, the Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the Contract.

ARTICLE 10: Force Majeure

Notwithstanding anything to the contrary herein contained, it is agreed that either party hereto will be relieved of its obligations hereunder in the event and to the extent that performance hereof is delayed or prevented by any cause beyond its control and not caused by the party hereto claiming relief hereunder, including, without limitation, 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. OF anv other claimed as a Force Majeure event, and/or its effects, are beyond the reasonable control and were not caused by 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 has occurred shall be on the party claiming the Force Majeure.

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ARTICLE 11: Suspension of Payment

If Contractor fails in completing the work, or any separable part thereof, within the timeframe established in Article 4, <u>Commencement and Completion of Work</u>, PREPA may, as its option, retain that portion of the payment attributable to the non-conforming work until such service discrepancies have been corrected.

In case of delay, the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal by the Contractor as provided in the ARTICLE 27, <u>Disputes</u>; provided that, no claim made by Contractor against PREPA, its agents, contractors, subcontractors, employees, successors, assignees, for any cause whatsoever, during the progress of any portion of the work embraced in the Contract shall relieve any of the parties from the performance of its obligations and of the work under this Contract, which shall not suffer any delay by reason of a claim being ascertained by either Party under this Contract.

ARTICLE 12: Insurance

The Contractor shall obtain and maintain in full force and effect during the life of this Contract and thereafter as provided herein, policies of insurance covering all operations engaged in by the Contract, which shall be formally agreed with insurance companies authorized to do business in Puerto Rico, and to that the effect it shall provide in original certificates of insurance and endorsements, as follows:

A. Workers Compensation Insurance

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The Contractor shall provide Workers Compensations Insurance as required by the Workmen's Compensation Act of the Commonwealth of Puerto Rico, or in case of emergency short term work, a policy from the contractor's state of operation shall be accepted. The Contractor shall be responsible for compliance with said Workmen's Compensation Act by all his subcontractors, agents, and invitees.

The Contractor shall furnish PREPA a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Contract.

B. Employer's Liability Insurance

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident, covering against the liability imposed by Law upon the Contractor as a result of bodily injury, by accident or disease, including death arising out of and in the

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> course of employment, outside of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico.

C. Commercial General Liability Insurance

The Contractor shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. This Policy shall include a completed operations.

D. Automobile Liability Insurance

The Contractor shall provide an Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned, non-owned and hired automobiles.

Requirements under the Policies:

The Commercial General Liability and 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, PR 00936-4267

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

c. An endorsement including this Contract under contractual liability coverage and identifying it in number, date and parties to the contract.

d. Waiver of Subrogation in favor of PREPA.

e. Breach of Warranties or Conditions: "The breach of any of the Warranties or Conditions in this policy by the Contractor shall not prejudice PREPA's rights under this policy."

ARTICLE 13: Independent Contractor

 PREPA and the Contractor agree that Contractor's status hereunder and the status of any agents, employees and subcontractors engaged by the Contractor shall be that of an independent contractor only and not that of an employee, agent, director or officer of PREPA nor shall they be considered a public servant of neither PREPA nor

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the Commonwealth of Puerto Rico. The Contractor recognizes that its personnel shall not be entitled to employment benefits such as vacations, sick leave, retirement benefits and other benefits from PREPA because of its condition as an independent contractor. Neither the Contractor nor its personnel shall have any power or right to enter into contracts on behalf of PREPA. No provision of this Contract shall be deemed to create an employment relationship between Contractor or his employees and PREPA.

- 2) The employees of Contractor engaged in performing services hereunder will be considered employees of Contractor for all purposes and will under no circumstances be deemed to be employees of PREPA. PREPA will have no supervisory power or control over any such Contractor's employees and any complaint or change in procedure will be communicated transmitted by PREPA to Contractor who will in turn promptly give any necessary instructions to its own personnel.
- 3) Contractor will be responsible for the direct supervision of its employees through its designated representative and such representative will in turn, report to and confer with the designated agents of PREPA with respect to the services.
- 4) Except as expressly provided otherwise in this Master Services Agreement, Contractor agrees to assume full and complete responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by said employees in the performance of the services defined herein.
- At PREPA's request, Contractor will immediately remove from service any employee whose acts or omissions will be a violation of applicable law or constitute a breach of this.
- 6) Both parties agree to accept full and exclusive liability for the payment of any and all taxes, contributions, and other payments for unemployment compensation and/or pension benefits, Worker's Compensation, employers liability insurance or annuities now or hereafter imposed upon employers as applicable to them with respect to its employees and each party will make such payments and will make and file any and all reports and returns and take all other actions do all other things necessary to comply with the laws imposing such taxes, contributions, or other payments.
- 7) Contractor represents and warrants that the employees used in the performance of the services hereunder will have the qualifications, skills and experience necessary to perform the services and will have the work records as represented to PREPA.
- 8) In the performance of the Contract, Contractor will comply with all applicable statutes, regulations, ordinances pertaining to nondiscrimination in employment and facilities.

Contractor agrees to hold PREPA harmless and to indemnify and defend PREPA in full for any and all damages, claims, assessments, penalties, liabilities, charges, attorney's fees or other losses incurred during or following the term of this Contract, which result from any assertion, claim, determination or adjudication that Contractor or any of its employees are employees of PREPA, including, but not limited to, any claim, determination or adjudication to the Internal Revenue Code, any of Puerto Rico Unemployment laws and regulations, Compensation Law, or any other federal, state or local wage, employment, insurance, labor and other laws, statutes, regulations and ordinances.

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ARTICLE 14: Termination

- Notwithstanding anything to the contrary in this Contract regarding its term, PREPA may, at any moment, terminate, cancel or accelerate its expiration, after giving the Contractor not less than thirty (30) days prior notice, for any or no reason, when in PREPA's judgment such action responds to its best interest.
- 2) PREPA may terminate this Contract (or any portion thereof) for any cause if Contractor (i) becomes insolvent, or (ii) in is material breach of the service obligation, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from PREPA; or fails to commence to cure the material breach and diligently proceed with the cure if it is not possible to cure within thirty (30) days of such notice. If PREPA terminates the Contract, PREPA shall pay to the Contractor all portions of the work completed and for actual, reasonable, and necessary expenses caused by such termination, which shall apply in the case of Termination by either Party for any reason.
- 3) If this Contract is so terminated, the Contractor shall be compensated for actual, reasonable, and necessary expenses, including reasonable demobilization costs caused by such termination. The exercise of PREPA'S right to terminate, cancel or rescind the 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 the Contractor in the performance of its obligations under the Contract.
- 4) Breach By PREPA. Upon written notice to PREPA from Contractor stating that PREPA is in material breach of the Contract, PREPA will immediately remedy such material breach. Where PREPA fails to remedy such material breach within ten (10) days or to promptly initiate and continue in good faith to remedy a material breach that cannot be reasonably remedied in ten (10) days, Contractor will have the right to terminate the Contract upon five (5) days' notice to PREPA. PREPA further agrees that if it commits a substantially similar material breach more than twice in any one (1) month period, regardless of remedy, Contractor will have the right to terminate the Contract upon notice to PREPA.

ARTICLE 15: Termination Settlement

 If the Contract is terminated for any reason, the Contractor shall stop work as specified in the termination notice provided by PREPA, and shall be prohibited from incurring additional obligations of Contract funds. PREPA may allow costs that the Contractor could not reasonably avoid during the termination process to the extent that said costs are determined to be necessary and reasonable.

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- 2) In the event of a termination, all work in process, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, property and any other items or deliverables prepared by the Contractor that would be furnished to PREPA, the Commonwealth of Puerto Rico, or the Federal government if the Contract had been fully performed shall, unless otherwise stated in writing by PREPA, become PREPA's property.
- 3) Following termination, the Contractor shall submit a final termination settlement proposal to PREPA in the form and with the certification prescribed by PREPA. The Contractor shall submit the final termination settlement proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by PREPA upon written request of the Contractor within this one-year period. The Contractor and PREPA may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount may not exceed the total Contract price as reduced by (1) the amount of payments previously made and (2) the Contract price of work not terminated. The Contract shall be modified, and the Contractor paid the agreed amount.

ARTICLE 16: Permits and Licenses

The Contractor shall obtain and maintain all the licenses, permits, and authorizations required to perform all services, works, operations and tasks under this Contract, and shall send all notices, pay all fees and related costs, and will comply and will have its subcontractors and agents comply with all laws, ordinances, rules, and regulations applicable to the work.

ARTICLE 17: Minimum Wage Rates

Laborers and other employees engaged under this Contract shall be paid not less than the minimum wages rates prescribed by law. PREPA may withhold from any monies due to the Contractor any sum necessary to make up the full amount of wages due under this Contract and may distribute it directly to those entitled thereto hereunder.

ARTICLE 18: Contingent Fees

The Contractor guarantees that he has not employed any person to solicit or secure this Contract upon any agreement for a commission percentage, brokerage or contingent fee. Breach of this guarantee shall give PREPA the right to annul the Contract or, at its discretion to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This guarantee shall not apply to commission's payable by contractors upon contract or

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sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 19: Other Contracts

PREPA may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors of this Contract, and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts which interfere with the performance of work by any other Contractor.

ARTICLE 20: Official not to Benefit

No officer, employee or agent of PREPA, or of the Government of the Commonwealth of Puerto Rico or Municipal Governments, shall be admitted to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

In addition to the restrictions and limitations established under the provisions of Act 1-2012, as amended, retired or former officers or employees of PREPA, whose work was in any way related to the award or management of contracts, shall in no way benefit from any contract with PREPA for a period of two (2) years after leaving employment with or ceasing services to PREPA.

ARTICLE 21: Conflict of Interest

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

The Contractor acknowledges that in executing the services pursuant to Contract it has a duty of complete loyalty towards PREPA which includes not having adverse interests to those of PREPA related to the services. Those adverse interests include representation of clients which have or may have opposed interests to those of PREPA in relation to the services. Also, the Contractor shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons and any interest which could reasonably influence PREPA when executing this Agreement or during its term.-

 The Contractor represents conflicting interests when on behalf of a client he must contend for that which it is his duty to oppose to comply with its obligations with another previous, present or potential client. Also, the Contractor represents

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conflicting interests when his conduct is described as such in the canons of ethic applicable to the Contractor and his personnel or in the laws or regulations of the Commonwealth of Puerto Rico.

2) In the event that any of the partners, directors or employees of the Contractor should incur in the conduct described herein, said conduct shall constitute a violation to the prohibitions provided herein. The Contractor shall avoid even the appearance of the existence of conflicting interests.

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- 3) The Contractor acknowledges that the PREPA's Chief of Supply Chain Division and Contracting Officer shall have the power to intervene the acts of the 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 adverse interests with the Contractor, the Chief of Supply Chain Division and Contracting Officer shall inform the Contractor, in writing, of PREPA's intention to terminate this Contract within a thirty (30) day period. During said period, the Contractor may request a meeting with the Chief of Supply Chain Division and Contracting Officer to present his arguments regarding the alleged conflict of interests, which meeting shall be granted by PREPA in every case of alleged conflict of interests. In the event that the 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.
- 4) The Contractor certifies that, at the time of award of this Contract, it does not have any other contractual relation that can enter in a conflict of interest with this Contract. The Contractor also certifies that no public employee has any personal or economical interest in this Contract.

ARTICLE 22: Claims for Labor and Materials

1) Conditions upon timely payment from PREPA pursuant to the terms of this Master Service Agreement, the Contractor shall, at his own expense, assume the defense of and save harmless PREPA from claims for labor and materials and not suffer any mechanics or other liens to remain outstanding against any of the property used in connection with the work; and shall, on request, furnish satisfactory evidence that all persons who have done work or furnished materials have been fully paid. If the Contractor fails to comply with his obligations in this respect, PREPA may take such liens or claims and may withhold from any monies due to the Contractor such amounts as may be necessary to satisfy and discharge any such claims and any cost and expenses incidental thereto.

ARTICLE 23: Unfair Labor Practice

 In the event that the Contractor or any of his subcontractors or agents do not comply with an order issued by the Puerto Rico Labor Relations Board and/or the National

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Labor Relations Board upon their finding that the Contractor or any of his subcontractors or agents have committed an unfair labor practice, no further payments shall be made by PREPA to the Contractor after the date of said order. In addition, the Contract may be terminated by PREPA, in which case PREPA may take possession of the materials, tools, and appliances on the job site and finish the work by whatever method it may deem expedient.

2) Any declaration by the Puerto Rico Labor Relations Board and/or by the National Labor Relation Board that the contractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final and conclusive unless such order is reversed or set aside by a Court of competent jurisdiction.

ARTICLE 24: Novation

The Contractor and PREPA expressly agree that no amendment or change order which could be made to this Contract, during its term, shall be understood as a contractual novation, unless both parties agree to the contrary, specifically and in writing. This previous provision shall be equally applicable in such other cases where PREPA gives the Contractor a time extension for the compliance of any of its obligations under the Contract or where PREPA dispenses the claim or demand of any of its credits or rights under this Contract.

ARTICLE 25: Patents and Copyrights

The Contractor, at its own expense, shall defend any suit or action brought against PREPA based on a claim that any equipment or part thereof, copyright or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance manufactured 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, if notified promptly in writing by PREPA, and given the authority, information, and assistance for the defense of the same, and the Contractor shall pay all damages and costs awarded therein against PREPA. If, in such suit, the equipment or any part thereof, or the composition, secret process, invention, article or appliance is held to constitute infringement and its use is enjoined, the Contractor, at its option and expense, shall either procure for PREPA the right to continue using the same. Also, can replace it with non-fringing equipment, composition, secret process, invention, article or appliance, modify it so it becomes non-infringing or remove it and refund the purchase price.

ARTICLE 26. Waiver

No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach.

ARTICLE 27: Disputes

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All disputes concerning questions of fact arising under this Contract shall be decided by PREPA's Transmission and Distribution Director within 10 days from the submission of the dispute by Contractor, subject to written appeal by Contractor to the Chief of Supply Chain Division and Contracting Officer within twenty (20) days. Within 10 days thereafter, the Chief of Supply Chain Division and Contracting Officer shall inform each party hereto of his decision regarding the dispute. Contractor, at its option, may elect to accept such decision or pursue remedies at law or equity. Contractor may pursue directly the remedies at law or equity for all other disputes other than questions of fact. Notwithstanding the terms above, each party has the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction to apply for interim or conservatory measures, but not monetary damages.

ARTICLE 28: Payment to Contractor

Upon completion and acceptance of all work required hereunder, the amount due to the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice therefore, after the Contractor shall have furnished PREPA with a release, if required, or all claims against PREPA arising under and by virtue of this Contract, other than such claims if any, as may be specifically excepted by the Contractor form the operation of the release in stated amounts to be set forth therein; provided that, the amount of such excepted claims is not included in the invoice for final payment.

All invoices submitted by the Contractor shall be subject to PREPA's approval before being paid, and its payment shall be done within three (3) days after the date of its, approval by PREPA. All invoices submitted by the Contractor shall include the Certification established in Article 3, Consideration, in order to proceed with its payments.

ARTICLE 29: Compliance with Laws, Regulations, and Executive Orders

The Contractor acknowledges that starting on October 25, 2017, FEMA financial assistance will be used to fund this Contract. From and after this date, the Contractor shall comply with applicable Federal and Commonwealth of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, including but not limited to the Federal Cost Principles set forth in 2 C.F.R. Part 200 for Contractor's material costs, and applicable FEMA regulations in 44 C.F.R. Chapter I. Any failure to secure approvals or funding from FEMA or some other source (except due to the Contractor's sole fault) shall not relieve PREPA from its obligations for payment under this Contract.

ARTICLE 30. Debarment, Suspension, and Ineligibility

1) The Contractor represents and warrants that the Contractor, it principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment

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and suspension regulations). The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Contract, the Contractor will periodically review <u>SAM.gov</u> and local notices to verify the continued accuracy of this representation. The Contractor shall require all subcontractors at every tier to comply with this requirement.

2) This certification is a material representation of fact relied upon by PREPA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the Commonwealth of Puerto Rico and PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ARTICLE 32. Records Retention.

The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Contract for a period of not less than three (3) years after the date of final payment and close-out of all pending matters related to this Contract. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ARTICLE 33. Clean Air Act and the Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to PREPA and understands and agrees that PREPA will, in turn, report each violation as required to assure notification to the Commonwealth of Puerto Rico, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

ARTICLE 34. Change in Law

During the term of this Contract, if there is any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractor's costs when supplying the products or services to be acquired by PREPA, Contractor and PREPA shall use commercially reasonable efforts to resolve the situation, including, but not limited to, revising the applicable rates.

ARTICLE 35: Choice of Law

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 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 36: 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 37: Correlation of Documents

In case of discrepancy or in the event of any conflict among the different Contract documents such as: Contract, Scope of Services, Código Construcción Eléctrica, Appendixes, and Contractors Proposal per Contract Release, these shall take precedence in the order given. The terms and conditions contained in the Contract shall prevail over any conflictive terms and conditions contained in the Contactors Proposal and any other document expressly referenced in this Contract.

ARTICLE 38: Notice

- 1) PREPA agrees to give the Contractor immediate notice of any and all claims for which the Contractor may be liable, and the Contractor agrees to give PREPA immediate notice of any and all claims for which PREPA may be liable.
- 2) Any notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed to the following addresses:

To PREPA:	Puerto Rico Electric Power Authority PO Box 364267 San Juan, Puerto Rico 00936-4267
Attention:	Eng. Edgardo L. Rivera Alvarado
To Contractor:	Whitefish Energy Holdings, LLC 144 Aspe ¢ Ridge Way Whitefish, MT 59937
Attention:	Andy Techmanski

ARTICLE 39: Puerto Rico Treasury Department Withholding

PREPA will deduct and withhold at the source to PREPA Net the equivalent of seven percent (7%) from payment for services rendered in Puerto Rico under this Agreement, in compliance with the New Puerto Rico Internal Revenue Code, Law 1-2011, Section 1062.03, as amended. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to: twenty percent (20%) in the event that PREPA Net is a non-resident individual, which is a U.S. citizen, as provided by the New Puerto Rico Internal Revenue Code, Section 1062.08; or twenty-nine percent (29%) in the event that PREPA Net is a PREPA Net is a non-resident and non U.S. citizen individual; or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by the New Puerto Rico Internal Revenue Code, Section 1062.08.

If a Release Letter has been issued to PREPA Net by the Treasury Department, PREPA Net shall be responsible to submit a copy of said Release Letter to PREPA for every calendar year; otherwise, payments under the Agreement shall remain subject to withholding at the source. All invoices shall be segregated by concepts (services, materials, equipment, etc.), to identify the amounts subject to withholding, and avoid undue deductions.

PREPA will deduct and withhold a Special Contribution to PREPA Net the equivalent of one point five percent (1.5%) from payment for services under this Agreement, in compliance with Article 1, Act 48-2013. PREPA shall forward such amounts to the Department of Treasury of Puerto Rico, and shall deliver evidence to PREPA Net of such payments. All amounts withheld pursuant to this clause shall be reimbursed by PREPA to Contractor. Contractor shall include any such reimbursement request as a separate miscellaneous line item on the applicable request for payment.

ARTICLE 40: Discrimination

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The Contractor certifies that it is an equal opportunity employer, and does not discriminate by reason of race, color, gender, age, national or social origin, social status, political ideas or affiliation, religion; for being or perceived to be victim or domestic violence, sexual aggression or harassment; for physical or mental disability or veteran status.

ARTICLE 41: Other Taxes

All unemployment, retirement, and other Social Security contributions and taxes; all sales, use and excise, privilege, business and occupational taxes, and any other taxes or fees payable by the Contractor are and shall be included as part of his prices.

ARTICLE 42: Quality Assurance

The Contractor shall use commercially reasonable efforts to establish an adequate quality control program to satisfy all applicable regulation and requirements specified in the

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procurement documents. The program shall contain all those measures necessary to assure that all basic technical requisites are fulfilled.

PREPA reserves the right to conduct audits and inspections to the facilities, activities, and/or documents; limited to inspection and quality control documents that are strictly related to and relevant to the performance of Contractor's activities under this Contract; when estimated necessary in order to assure that the quality control program is adequate and is being properly implemented. The Contractor shall provide PREPA access to its facilities and documents; limited to inspection and quality control documents that are strictly related to and relevant to the performance of Contractor's activities under that are strictly related to and relevant to the performance of Contractor's activities under this Contract; so that PREPA, through audits and inspections can verify the quality of the purchased products or services.

ARTICLE 43: Code of Ethics

Contractor agrees to comply with the provisions of Act of June 18, 2002, No. 84, which establishes a Code of Ethics for the Contractors, Suppliers and Economic Incentive Applicants of the Executive Agencies of the Commonwealth of Puerto Rico.

ARTICLE 44: Complete Agreement

This document, together with all attachments referenced herein, constitutes the complete Agreement between the parties.

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ARTICLE 45: 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.

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Contractor 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 46: Safety Provisions

The Contractor shall comply with all applicable parts of this Safety Provisions according to the scope of the project. The Contractor shall comply with all applicable federal, state, and local laws, regulations, orders, or decrees in effect during the period of performance. Almost all of the requirements of this Section are not applicable to the scope of Contractor's Work. Contractor will provide information responsive to any applicable portions.

- The Program shall comply with the following minimum requirements of a health and safety program, according with the scope of the project including, but not limited to:
 - i. Occupational Exposure to Noise (29 CFR 1910.95)
 - ii. Hazardous Materials (29 CFR 1910 Subpart H)
 - iii. Personal Protective Equipment (29 CFR 1926 Subpart E)
 - iv. Hazard Communication (29 CFR 1910.1200)
 - v. Fire Protection (29 CFR 1910 Subpart L)
 - vi. Electrical work (29 CFR 1926 Subpart K)
 - vii. Tools, Hand and Powered (1926 Subpart I)
 - viii. Lockout/Tag out (29 CFR 1910.147)
 - ix. Portable Ladders
 - x. Electric Power Generation, Transmission and Distribution (29 CFR 1910.269)
- 2) The Program shall be revised annually.
- 3) It shall include an accident or incident investigation procedure. This procedure will always include the preparation of a report, which will be submitted within five days after accident to the Safety Division of PREPA.
- 4) The Contractor shall include a Safety Officer.
- 5) Safety inspections and work permit system shall be included.
- 6) Before commencement of work, the Contractor shall take part in a coordination meeting with a Safety Officer and the project manager on PREPA's behalf. During this meeting the areas to be worked on will be toured, the site-specific work plan will be discussed and reviewed, and amendments to it could be required.
- The Contractor shall submit, prior to commencement of the work, for evaluation by the Safety Division the following:

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Exhibit 6

a. A Site Specific Work Plan including: the scope of work, description of the activities to be done, special safety and health considerations to be addressed before commencement of the project, safety procedures to be applied and used during the project specially for excavations, work zone protection, scaffolding and crane operations. It shall also include any other regulation or guidelines related to safety and health that could be applicable to the scope of work, contingency procedures that include how to proceed in an emergency situation, such as fire or chemical spill, among others. Also, identify medical services in the municipality of work to maintain communication in case of any medical emergency.

- b. A list of all specialized personnel needed. Also, include copy of all training certificates, licenses or certifications required, according to the scope of work. For example: tree trimming, crane operator, pesticide applicator, electrician, spill responder, excavations competent person, DOT training for hazardous
- substances, etc. All these certificates and licenses shall be up to date. c. Copy of the Safety Data Sheets (SDS) of all chemical products to be used during the project, for evaluation and approval by the Occupational Safety Division at PREPA (Hazard Communication Section).
- d. Certification of compliance with medical surveillance requirements, according to
- e. Certification of compliance with Fit Test requirements for the use of negative pressure respirators if applicable.
- f. Certification of training for the use of personal protective equipment.
- 8) Each Contractor/Subcontractor shall adhere to a 100% drug /alcohol free work zone.
- 9) The Contractor shall be responsible for maintaining good housekeeping in the work, rest, lunch and toilet areas and under reasonably sanitary conditions.
- 10) If the contracted services include demolition activities (as defined per ANSI A10.6 -1990: Demolition - the dismantling, razing or wrecking of any fixed building or structure or any part thereof) that will be carried out in buildings or structures, that because of their construction date or prior use, are suspected to contain asbestos, lead based paint or other hazardous materials, the contractor will require a certification from the project manager or owner stating that the building or structure is free of such materials.
- 11)Services including activities inside buildings occupied by working personnel, that could create a hazard to their safety or health, will be offered after PREPA'S working hours. The exception will be if the contractor could take all the necessary precautions to protect PREPA's employees and the public from any possible hazard caused by the work. The Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before PREPA's personnel is to reoccupy. All these will be done in coordination with the local supervisor of PREPA.

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- 12)The Contractor shall assure that all wastes generated by Contractor as a part of the Work are removed and properly disposed of, in accordance with all applicable laws and regulations, at the end of every work shift and after the completion of the project.
- 13)All non-contained chemical products to be used shall be classified as Approved or Conditionally Approved by PREPA's Hazard Communication Section.
- 14)Welding operations will comply with the requirements of OSHA, ANSI and NFPA.
- 15) If the project involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas.
- 16)The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work site and all other persons who may be affected. This shall include property, material and equipment on or off the site, under the care, custody or control of the Contractor or any of the subcontractors.
- 17) The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 18) If near populated areas, any excavation made by the contractor shall be covered, protected or barricaded after work hours or if it will be left unattended.
- 19) The contractor shall notify and coordinate any excavation with the "Centro de Coordinación de Excavaciones y Demoliciones" if applicable.
- 20) The work zone near any public road shall be protected using, signs, cones, barricades, etc. in accordance with the MUTCD and DOT. In this conditions, any employee in or around the work zone shall use a reflective vest in accordance with MUTCD.
- 21)Access to the work zone shall be prohibited to any person not related to the project by means of signs, barricades, fences or a combination of them.
- 22)The Contractor shall designate an employee as their safety officer for the project. The duties of the safety officer could be in addition to his/her normal duties. The safety officer shall be in charge of the prevention of accidents and the implementation of the Safety and Health Program Plan and the Site-specific Plan in coordination with

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PREPA's Safety Officer, Project Manager and Resident Engineer. The contractor safety officer shall have a basic training of 30 hours in Occupational Safety and Health Standards for Construction Industry from an approved OSHA Training Center. Evidence of the training shall be submitted if requested by PREPA.

- 23)Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor.
- 24)Contractor agrees that it shall perform all work in compliance with federal, state and local occupational safety and health regulations, as described in the Site Specific Work Plan.
- 25)Contractor will obtain and maintain, during the duration of the project, the proper permits from all federal, state and local regulatory authorities or other applicable government agency with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances as and when applicable law or regulation requires. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the Safety Officer and the Environmental Advisor or Officer.
- 26)Contractor will not cause or permit any hazardous chemical or product containing a hazardous chemical to be at, or in the vicinity of, any place where any employee, agent, or contractor of Puerto Rico Electric Power Authority, or any employee of any such agent or Contractor, may be at risk or exposed to hazard as a result thereof during normal use or any foreseeable emergency.

ARTICLE 47. Contract Validity

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract, which shall remain in full force and effect.

ARTICLE 48. Save and Harmless Clause

PREPA and the Contractor shall jointly save and hold harmless and to indemnify, one another from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorney fees and court costs) for bodily injury to or death of any third person, or damage to or destruction of any property of third party, caused by any negligent act or omission on the part of the indemnifying party its officers, employees, contractors or agents, except to the extent such liabilities, claims, suits, losses, damages, costs and expenses result from any negligent or willful act or omission on the part of the indemnified party, its officers, employees, contractors or agents in the performance or failure to perform its obligations under the Agreement. Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 25 of 34

ARTICLE 49. Warranty

Contractor 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 Contractor not fulfill the above established Standard, Contractor 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 Contractor 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 Contractor's may have caused to it by rendering such deficient Services.

ARTICLE 50. Authority

PREPA represents and warrants to Contractor that it has authority to enter into this Contract with Contractor, including, but not limited to with respect to the Government Oversight Board and all other relevant authorities.

ARTICLE 51. Time and Materials

PREPA will pay Contractor upon the submission of invoices approved by PREPA as follows:

51.1 Labor: Payments for labor shall be computed by multiplying the appropriate hourly rates prescribed in the attached schedule of rates by the number of direct labor hours performed. The attached schedule of rates assumes a 16 hour a day, 7 days a week work schedule. The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

51.2 Materials: PREPA will reimburse Contractor for allowable cost of materials, including direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the Contract, other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.), and applicable indirect costs.

ARTICLE 52. Waiver of Consequential Damages

In no event shall either party be liable to the other, or their respective employees, subcontractors and/or agents, or any third party, for any indirect, incidental, special, consequential, punitive damages, or lost profits for any claim or demand of any nature of kind arising out of or in connection with this Master Service Agreement or the performance or breach thereof and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory, even in the parties are advised of the possibilities of such damages.

ARTICLE 52: Modification of Exhibit A

Contractor and PREPA may supplement or amend the rates set forth on Exhibit A and Exhibit B by written amendment between the parties.

ARTICLE 53: Provisions Required By Law Deemed Inserted

If, through mistake or otherwise, any provision required by FEMA is not contained herein, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction. If PREPA fails to specifically identify the legal provision to be incorporated into in this Agreement, Contractor shall not be deemed to be in default until such time as PREPA identifies said provision and allows Contractor reasonable time to comply with same, and if compliance results in additional costs to Contractor, an equitable adjustment shall be made to the amounts payable to Contractor.

ARTICLE 54: U.S. Department of Homeland Security Seal, Logo, and Flags

The Contractor shall not use the U.S. Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

ARTICLE 55: No Obligation by the Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to PREPA, Contractor, or any other party pertaining to any matter resulting from the Contract.

ARTICLE 56: Modifications and Amendments

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Commonwealth of Puerto Rico.

ARTICLE 57: Assignment

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of PREPA.

ARTICLE 58: Subcontracting

The Contractor may not subcontract any of the Services that it has committed to perform or provide pursuant to this Contract without the prior written approval of PREPA, which consent can be provided via email. Such approvals shall not be unreasonably withheld. Such consent to subcontract shall not relieve the Contractor of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Contractor's request for the making of a subcontract between the Contractor and its chosen subcontractor. The Contractor shall be responsible for all

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services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

ARTICLE 59: Access to Records

1) The Contractor agrees to provide PREPA, the Commonwealth of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, during Contractor's performance of the Contract and for up to three (3) years after Contractor's receipt of final payment under the Contract. In no event shall PREPA, the Commonwealth of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives have the right to audit or review the cost and profit elements of the labor rates specified herein.

 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ARTICLE 60: Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

ARTICLE 61: Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA")-designated items unless the product cannot be acquired—(i) Competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) Meeting Contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

ARTICLE 62: <u>Compliance with the Contract Work Hours and Safety Standards Act (40</u> <u>U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5)</u>

1) Overtime. In accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, all laborers (including watchmen and guards) and mechanics employed by the Contractor or subcontractors shall receive overtime compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek. The Contractor and subcontractors shall comply with all regulations issued pursuant to the Contract

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Work Hours and Safety Standards Act, and with other applicable Federal laws and regulations pertaining to labor standards.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States and/or Commonwealth of Puerto Rico for liquidated damages of \$10 for each calendar day a laborer or mechanic worked more than the standard forty-hour workweek without receiving overtime pay. Such liquidated damages will be calculated separately for each laborer or mechanic that worked more than of forty hours in a week without receiving overtime wages as required under paragraph (a) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The Commonwealth of Puerto Rico shall upon its own action or upon written request of an authorized representative of the United States Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

ARTICLE 63: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached as Appendix A to this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to PREPA and the Commonwealth of Puerto Rico.

ARTICLE 64: Reporting Requirements

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The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by PREPA.

ARTICLE 66: Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor will comply with all provisions of Executive Order 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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6) The Contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by [contracting agency or municipality], the Commonwealth of Puerto Rico, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by

8) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 67: FEMA Disaster Assistance Survivor/Registrant Data.

- 1) If the Contractor has access to Disaster Assistance Survivor/Registrant data, or any other personally identifiable information, the Contractor shall comply with the provisions of the Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with State Governments set forth in the FEMA-Commonwealth Agreement for FEMA-4339-DR-PR (attached as Exhibit B).
- 2) The Contractor shall indemnify, defend, and hold harmless PREPA and the Commonwealth of Puerto Rico for any and all costs associated with the defense of that litigation, including costs and attorneys' fees, settlements, or adverse judgments arising from the Contractor's failure to comply with the requirements of Exhibit B.

ARTICLE 68: Penalties, Fines, and Disallowed Costs.

By executing this Contract, PREPA hereby represents and warrants that FEMA has reviewed and approved of this Contract, and confirmed that this Contract is in an acceptable form to qualify for funding from FEMA or other U.S. Governmental agencies.

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Exhibit 6

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If, as a result of any uncured violation of applicable law by Contractor, any U.S. Federal agency or the Commonwealth of Puerto Rico disallows or demands repayment for costs incurred in the performance of this Contract, or if any penalty is imposed due to an act or omission by the Contractor, the Contractor shall be responsible for such penalty, disallowed costs, or repayment demand to the extent of its fault and/or responsibility, and shall reimburse PREPA in full within ten (10) days of determination of its appropriate share of such penalty, disallowance, or repayment demand. Any monies paid by the Contractor pursuant to this provision shall not relieve the Contractor of liability to PREPA for damages sustained by PREPA by virtue of any other provision of this Contract.

ARTICLE 69: Compliance with Commonwealth of Puerto Rico Contracting Requirements

The Contractor shall comply will applicable Commonwealth Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Act No. 237-2004 as amended that establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico and the Puerto Rico Department of Treasury Circular Letter Number 1300- 16-16. Available at:http://www.hacienda.pr.gov/publicaciones/carta-circular-num-1300-16-16. Subject to the availability of the respective Government of Puerto Rico Department Offices, the Contractor shall provide the following certifications and sworn statement as applicable in a term of fifteen (15) days after the execution of this Contract:

- 1) An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico, Area of Internal Revenues, assuring that Whitefish Energy has filed his Income Tax Return for the last five (5) years.
- Certification issued by the Treasury Department of Puerto Rico which indicates that it 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.
- 3) Sales and Use Tax Filing Certificate, issued by the Treasury Department of
- 4) Fuerto Rico, Area of Internal Revenues.
- 5) Certification issued by the Treasury Department of Puerto Rico which indicates that it does not owe Puerto Rico Sales and Use Taxes to the Commonwealth of
- Puerto Rico; or is paying such taxes by an installment plan in full compliance with its terms.
- 7) Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Whitefish Energy does not owe any tax to such governmental agency.
- 8) Certification issued by Municipal Revenues Collection Center (MRCC) demonstrating that Whitefish Energy has filed the Personal Property Tax Return to such governmental agency. Additionally, if Whitefish Energy does not own personal property in the Commonwealth of Puerto Rico, Whitefish Energy shall provide a sworn statement which states that:

a) Its income is derived and paid for professional services (explain the nature of such services);

b) During the last five years, Whitefish Energy has not owned personal property in the Commonwealth of Puerto Rico;

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Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 32 of 34

c) For the reasons above stated, Whitefish Energy is not required to file Personal Property Tax in the Commonwealth of Puerto Rico as established in Article 6.03 of Act 83 of august 1991 and therefore a Personal Property Tax file does not exist for Whitefish Energy in the MRCC.

- 9) Certification, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Whitefish Energy has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contribution, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness, or social security for chauffeurs); or is paying such contribution by an installment plan in full compliance with its terms.
- 10)Certification, issued by the Child Support Administration, assuring that the Whitefish Energy is in compliance with the withholdings required by ASUME.
- 11)Copy of the Merchant's Registration Certificate.
- 12) A sworn statement to the effect that, as of the Effective Date, neither Whitefish Energy nor its president, vice-president, directors, executive director, members of its board of directors or board of officers, nor any of its officials or persons performing equivalent functions for the Whitefish Energy; nor its subsidiaries or alter egos have been convicted of, nor have they pled guilty, in Puerto Rico, in the federal jurisdiction, in any state or territory of the United States of America or in any country, to any crime as enumerated in Article 3 of Public Law 458 of December 29, 2000 of the Commonwealth of Puerto Rico, as amended. In accordance with Article 6 of Public Law 458 of December 29, 2000 of the commonwealth of Puerto Rico, as amended. In addition to any of the crimes as enumerated in Article 3 of such Act shall entail, in addition to any other applicable penalty, the automatic rescission of this Contract. In addition, but only to the extent required by Public Law 458, PREPA shall have the right to demand the reimbursement of payments made pursuant to this Contract that directly result from the committed crime.
- 13)Good Standing Certificate and Certificate of Authorization to do business in Puerto Rico, both issued by the Department of State of Puerto Rico (called "Certificado de Good Standing" in the website) or its equivalent.
- 14)Compliance with Act No. 1 of Governmental Ethics: The Contractor will certify that it is in compliance with Act 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which, stipulates that, no employee or executive of the Contractor, nor any member of his/he 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.;
- 15)Law 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding law number 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.

16) Law Num. 127, May 31, 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 Law Number 18 of October 30, 1975, as amended.

17) Thirty-Days for Compliance. The Emergency Order provides that all Agencies or Municipalities of the Commonwealth of Puerto Rico will have 30 days after the state of emergency is finished to register the signed document to the Office of the Comptroller of the Government of Puerto Rico. Executive Order OE-2017-053.

18) Law Num. 84 June, 2012 Code of Ethics for Contractors, Suppliers and Seekers of Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico: No employee or officer of PREPA as well as any member of their families can have any interest in the earnings or benefits from this Contract, according with Law No. 84, June 18, 2002. The Contractor acknowledges that it must read the Ethics Code for Contractors, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas de Puerto Rico. Such law can be found at: http://www.lexjuris.com/lexlex/leyes2002/lexl2002084.htm . The Contractor certifies that it will read such law and that in the event it cannot access the online version it will notify the Agency of Municipality in order to obtain printed copy of the law. Failure to require printed copy of the law to the Agency of Municipality will be evidence that the Contractor was able to find it online and read it as required.

19) Consequences of Non-Compliance: The Contractor expressly agrees that the conditions outlined throughout Article 69 are essential requirements of this Contract; consequently, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, and should such non-compliance not be cured within thirty (30) days, there shall be sufficient cause for PREPA to render this Contract null and void and the Contractor reimburse to PREPA all moneys received under this Contract.

Article 70. Entire Agreement

The terms and conditions contained herein constitute the entire agreement between PREPA and the 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.

4828-7788-4753 1

Exhibit 6

Terms and Conditions Emergency Contract for PREPA's Electrical Grid Reconstruction Page 34 of 34

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this 17th day of October of 2017, in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority

Ricardo Luis Ramos Rodríguez Executive Director Whitefish Energy Holding, LLC

Andy Techmanski Chief Executive Officer



Exhibit A av

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BID SCHEDULE

	DIRECT WEH RATE SCHEDULE	\$	10/17/2017	
NTRA	CT LINE	• • •	10/11/201/	/
	MBER	EST		UNIT
CLIN)		QUANTITY	UNIT	PRICE
-	GENERAL CONTRACTOR'S (G.C.)			in prove
1. m . n . 14. 17. 17. 19.	FIELD SUPERVISORY AND			
63.	MANAGEMENT OVERHEAD			
y na	G.C. SITE SUPERVISOR	1	HRS	\$330.00
	G.C. SUPERINTENDENT	1	HRS	\$300.00
	G.C. QUALITY CONTROL MANAGER	1	HRS	\$290.00
	G.C. FIELD OFFICE ENGINEER	1	HRS	\$290.00
	G.C. CONSTRUCTION MANAGER	1	HRS	\$275.50
	G.C SENIOR PROJECT MANAGER	1	HRS	\$263.50
	G.C. PROJECT MANAGER	1	HRS	\$247.50
	G.C LOGISTICS MANAGER	1	HRS	\$232.50
	G.C PROJECT COORDINATOR	1	HRS	\$188.07
	G.C LOGISTICS COORDINATOR	1	HRS	\$188.07
	G.C. FIELD OFFICE ADMINISTRATOR	1	HRS	\$140.26
	G.C SAFETY OFFICER	1	HRS	\$227.88
	G.C. PROJECT ACCOUNTANT (Sr)	1	HRS	\$440.00
	G.C. PROJECT ACCOUNTANT (Jr)	1	HRS	\$300.00
** *****				1
	TRADE LABOR			
	Civil Labor			
	Foreman/Lead Man	1	HRS	
	Skilled Labor	1	HRS	
	Unskilled Labor	1	HRS	
- • • • · · · ·				
	Steel Tower Labor			
	Foreman Ironworker	1	HRS	
	Journeyman Ironworker	1	HRS	
~	Powerline Labour			·· ····· ·· ··
	General Foreman	1	HRS	\$240.24
	Foreman	1	HRS	\$230.63
	Journeyman Lineman	1	HRS	\$227.88
	Heavy Equipment Operator	1	HRS	\$204.55
	Groundman	1	HRS	\$188.07
	AP1	1	HRS	\$204.55
····· •·	AP2	1	HRS	\$201.80
	AP3		HRS	\$199.06
••••••	AP4	1	HRS	\$196.31
	APS	1	HRS	\$193.56
••••	AP6		HRS	\$190.82
	AP7	1	HRS	\$188.07
	Mechanic	···· + +	HRS	\$204.55
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	Tree Trimming Labour	1	1		1
33	General Foreman	1	HRS		
,4	Foreman/Crew Leader	1	HRS		
35	Trimmer Climber	1	HRS		
36	Ground Person	1	HRS		
Equipr	nent				
	TRADE EQUIPMENT	·	•		
·	Civil Equipment		+		
37	Mini Excavator		HRS	\$29.50	
38	Backhoe	$-\frac{1}{1}$	HRS	\$95.35	
39	Excavator 45k-55k lb		HRS	\$107.67	
40	Excavator 75k-85k lb		HRS	\$161.49	
41	Excavator 100k-110k lb	1	HRS		
42	Hydraulic Hammer		HRS	\$242.25	
43	Wheel Loader 3-4yd			\$110.00	
44	Skid Steer/Forklift	1	HRS	\$80.75	
45	Dozer 105 HP	1	HRS	\$75.40	
46	Dozer 130 HP		HRS	\$94.15	
47	Dozer 165HP	1	HRS	\$130.19	
48	Dozer 205 HP	1	HRS	\$148.55	
		1	HRS	\$160.11	
49	Tractor	11	HRS	\$77.55	
50	End Dump Trailer	1	HRS	. \$24.75	
51	Low boy trailer	1	HRS	\$57.79	
52	Service Truck/Fuel Trailer	1	HRS	\$61.42	
53	30' Gooseneck Trailer	1	HRS	· \$11.18	
****	Steel Tower Equipment			·	
54	Chain Saw	1	HRS	\$3.70	
55	Welder	1	HRS	\$14.45	
56	Satellite Phone	1	HRS	\$8.00	
	Powerline Equipment				,
			UDC	632.16	
57. 58	Pickup Truck		HRS	\$32.16	
	Flatdeck Truck	1	HRS	\$46.50	
59	Bucket ,Insulated/Material Handler 35'-50'	1	HRS	\$61.43	
50	Bucket ,Insulated/Material Handler 51'-60'	1	HRS	\$67.10	
1	Bucket ,Insulated/Material Handler >61'/69	1	HRS	\$85.30	
12	Bucket ,Insulated/Material Handler >70/ 100'	1	HRS	\$116.10	
3	Digger Truck 42'/50'	1	HRS	\$77.50	
i4	Digger Truck 50'/80'	1	HRS	\$144.40	
5	Pole Trailer	1	HRS	\$20.30	
6	Dump Truck Double Axel	1	HRS	\$88.50	
7	Rear Alley/ Backyard Machine	1	HRS	\$66.77	
8	Bob Cat w/ pole setter	1	HRS	\$113.51	
9	Puller, Up to 6,000 lb	1	HRS	\$107.74	
0	Puller, Up to 20,000 lb	1	HRS	\$165.00	
1	Tensioner Up to 10,000 lb	1	HRS	\$165.00	
2	Tensioner Up to 20,000 lb	1	HRS	\$204.52	
3	Reel Stands	1	HRS	\$28.87	
4	Single Sheave Block <= 12"	1	HRS	\$3.50	

Page 3 of 4

PREPA00000193

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75	Single Sheave Block <= 24"	SCHEDOLE		
76	Bundle Sheave Block <= 28"	1	HRS	\$5.35
77	Wire Reel Trailer	1	HRS	\$7.50
78	Trencher w/Trailer	. 1	HRS	\$168.11
78a	Tracked Crawler	. 1	HRS	\$45.75
79	Crane Truck <= 35 Ton	. 1	HRS	\$163.32
80	Crane Truck <= 50 Ton	1 1	HRS	\$163.32
81	Crane Truck <= 70 Ton	1	HRS	\$229.37
82		1	HRS	\$279.51
83	Crane Truck <= 130 Ton	1	HRS	\$464.29
	Tracked Bucket	1	HRS	\$155.50
84 85	Tracked Digger	1	HRS	\$144.20
	Tracked Crane <= 70 Ton	1	HRS	\$279.51
86	High Flat Trailer	1	HRS	\$82.98
87	Equipment Trailer	1	HRS	\$26.30
88	Dump Trailer	, 1	HRS	\$26.30
B9	Enclosed Tool Traller	1	HRS	\$22.75
90	Skidder with Digger/ Bucket	, 1	HRS	\$157.50
91	Skidder with Winch Only	1 1	HRS	\$144.90
92	Air Compressor and Hammer/Tools	1	HRS	\$75.00
93	Water Pumps with Hoses	1	HRS	\$12.84
34	UTV	1	HRS	\$26.50
5	Generator <=5kW	1	HRS	\$22.40
6	Generator <= 12kW	1	HRS	\$57.40
17	Light Plant <= 8kW	1	HRS	\$50.20
8	Mobile Truck Satellite Command Center	1.	HRS	\$336.52
9	Shipping Container	··· ··· ··· ··· ··· ··· ··· ··· ··· ··	HRS	\$7.14
00	Office Trailer		HRS	\$22.00
		·- ±		722.00
• •	Per Diem			
04	Meal/man/day	1	Man-Day	\$79.82
05	Accomodation/man/day	1	Man-Day	\$332.41
06	Diesel/Gal	·	Gal	\$4.48
07	Gasoline/Gal		Gal	\$4.90
08	Jet-A Fuel/ Gal		Gal	\$14.70
09	Employee Flights	1	EA Way	\$1,000.00
		····	1	
	Helicopters	·		
10	Helicopter - Passenger MD 500	1	HRS	\$3,969.84
11	Helicopter - Airlift S61	1	HRS	\$15,993.60
12	Hellcopter - Alriift Chinook	1	HRS	\$20,277.60
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	nt Mobilization/Demobilization. Billed on PO			
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Exhibit B as

BID SCHEDULE

1	R'S NAME : WHITEFISH ENERGY HOLDINGS, LLC			
CONTRA	SUBCRONTRACTOR RATE SCHEDULE	· · -	10/17/2017	
ITEM NU	MBER	EST		UNIT
(CLIN)	DESCRIPTION	QUANTITY	UNIT	PRICE
			Givit	FRICE
	GENERAL CONTRACTOR'S (G.C.)			
	FIELD SUPERVISORY AND			
	MANAGEMENT OVERHEAD			
1	G.C. SITE SUPERVISOR			
2	G.C. SUPERINTENDENT		HRS	\$462.00
3	G.C. QUALITY CONTROL MANAGER	1	HRS	\$420.00
4	G.C. FIELD OFFICE ENGINEER	1	HRS	\$406.00
5	G.C. CONSTRUCTION MANAGER		HRS	\$406.00
6	G.C SENIOR PROJECT MANAGER	1	HRS	\$385.70
7	G.C. PROJECT MANAGER		HRS	\$368.90
8	G.C. LOGISTICS MANAGER	1	HRS	\$346.50
9	G.C PROJECT COORDINATOR		HRS	\$325.50
10	G.C LOGISTICS COORDINATOR		HRS	\$263.30
11	G.C. FIELD OFFICE ADMINISTRATOR		HRS	\$263.30
12	G.C.SAFETY OFFICER		HRS	\$196.36
13		1	HRS	\$319.04
14	G.C. PROJECT ACCOUNTANT (Sr) G.C. PROJECT ACCOUNTANT (Jr)	1	HRS	\$616.00
<u> </u>	G.C. PROJECT ACCOUNTANT (JF)	1	HRS	\$420.00
	TRADE LABOR			
	Civil Labor			
15	Foreman/Lead Man	1	HRS	\$207.20
1,6	Skilled Labor	1	HRS	\$162.40
17	Unskilled Labor	1	HRS	\$138.60
	Steel Tower Labor			
L8	Foreman Ironworker	1	HRS	\$208.04
19	Journeyman fronworker	1	HRS	\$190.65
·····	Powerline Labour	·		
20	General Foreman	1	HRS	\$336.34
21	Foreman		HRS	\$322.88
2	Journeyman Lineman		HRS	\$319.04
23	Heavy Equipment Operator		HRS	\$286.37
4	Groundman	1	HRS	\$263.30
5	AP1	1	HRS	\$286.37
6	AP2	1	HRS	\$282.52
7	AP3	1	HRS	\$278.68
8	AP4	1	HRS	\$274.83
9	AP5	1	HRS	\$270.99
0	AP6		HRS	\$267.15
1	AP7		HRS	\$263.30
2	Mechanic		HRS	\$286.37
?a	Health Care Practitioner	1	HRS	\$624.40



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	ac multiple film L			1		T	-
f	Ground Person			1 +-	HRS	\$91.01	-1-
Ē	quipment			1	HRS	\$80.93	+
1-				1	HRS	\$69,04	4.
-	TRADE EQUIPMENT				HRS	\$59.15	+-
1==						100.13	
37	Mini Excavator						-
38	Backhoe		1				-
39	Excavator 45k-55k lb		1				_
40	Excavator 75k-85k lb		1		IRS	\$41.30	-
41	Excavator /Sk-85k lb		1		RS	\$133.49	
42	Excavator 100k-110k lb		1		ns	\$150.74	_
43	Hydraulic Hammer		1		15	\$226.09	-
44	Wheel Loader 3-4yd		1	HE	S S	339.15	
45	Skid Steer/Forklift		1	HR	5 \$	154.00	
46	Dozer 105 HP		1	HR	5 \$	113.05	-
47	Dozer 130 HP		1	HRS	5	105.56	
	Dozer 165HP		1	HRS	\$1	31.81	-
48	Dozer 205 HP		1	HRS	- 21	82.26	
49	Tractor		1	HRS		07.97	
50	End Dump Trailer		1		\$2	24.15	
51	Low boy trailer		1	HRS	\$10	8.57	
52	Service Truck/Fuel Trailer		1	HRS		1.65	
3	30' Gooseneck Trailer		1	HRS		.91	
			1	HRS	\$85		
	Steel Town F.			HRS	\$15	.65	
1	Steel Tower Equipment Chain Saw						
			1	line			
	Welder		1	HRS	\$5.1		
	Satellite Phone		$\frac{1}{1}$	HRS	\$20.3	and the second sec	-
				HRS	\$11.2	10	
	Powerline Equipment						
	Pickup Truck			1100			
	Flatdeck Truck		1	HRS	\$45.0		
	Bucket ,Insulated/Material Handler 35'-50'		1	HRS	\$65.1		
	Bucket ,Insulated/Material Handler 55'50		1	HRS	\$86.0	and the second se	
	Bucket , insulated/Material Handler >61'/69		1	HRS	\$93.94		
	Bucket , insulated/Material Handler >61/69		1	HRS	\$119.4		
	Digger Truck 42'/50'		1		\$162.5		
			1	HRS	\$108.5		
	Digger Truck 50'/80' Pole Trailer		1	HRS	\$202.1		
			1	HRS	\$28.42		
	Dump Truck Double Axel		1	HRS	\$123.9		
	Rear Alley/ Backyard Machine		1	HRS	\$93.48	and the second se	
	Bob Cat w/ pole setter		L	HRS	\$158.9		
	Puller, Up to 6,000 lb		L	HRS	\$150.84		_
	Puller, Up to 20,000 lb		L	HRS	\$231.00		
	Tensioner Up to 10,000 lb		L	HRS	\$231.00		
					5706 33		
	Tensioner Up to 20,000 lb Reel Stands			HRS HRS	\$286.33 \$40.42		

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Page 3 of 4

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75	Single Sheave Block <= 24"	1	HRS	\$7.49	
76	Bundle Sheave Block <= 28"	· 1	HRS	\$10.50	
77	Wire Reel Trailer	1	HRS	\$235.35	100 S
78	Trencher w/Trailer	1	HRS	\$64.05	
78a	Tracked Crawler	- 1	HRS	\$228.65	
79	Crane Truck <= 35 Ton	1	HRS	\$228.65	
80	Crane Truck <= 50 Ton		HRS	\$321.12	
81	Crane Truck <= 70 Ton	1	HRS	\$391.31	a
82	Crane Truck <= 130 Ton	1	HRS	\$650.01	
83	Tracked Bucket	1	HRS	\$217.70	
84	Tracked Digger	1	HRS	\$201.88	
85	Tracked Crane <= 70 Ton	···· 1	HRS	\$391.31	
86	at the second	1	HRS	\$116.17	
and the second se	High Flat Trailer				
87	Equipment Trailer	1	HRS	\$36.82	
88	Dump Trailer	1	HRS	\$36.82	
89	Enclosed Tool Trailer	1	HRS	\$31.85 \$220.50	
90	Skidder with Digger/ Bucket	1	HRS		
91	Skidder with Winch Only	1	HRS	\$202.86	
92	Air Compressor and Hammer/Tools	1	HRS	\$105.00	-
93	Water Pumps with Hoses	1	HRS	\$17.98	
94	עדע	1	HRS	\$37.10	
95	Generator <=5kW	1	HRS	\$31.36	
96	Generator <= 12kW	1	HRS	\$80.36	
97	Light Plant <= 8kW	1	HRS	\$70.28	
98	Mobile Truck Satellite Command Center	1	HRS	\$471.13	
99	Shipping Container	1	HRS	\$10.00	
100	Office Trailer	1	HRS	\$30.80	
	•	1			
	Per Diem			[
104	Meal/man/day	1	Man-Day	\$79.82	
105	Accomodation/man/day	1	Man-Day	\$332.41	
106	Dlesel/Gal	1	Gal	\$4.48	• ••• ••
107	Gasoline/Gal	1	Gal	\$4.90	
108	Jet-A Fuel/ Gal	1 1	Gal	\$14.70	5.1
109	Employee Flights	1 1	EA Way	\$1,000.00	
		· · · · · · · · · · ·	LAVAY	\$1,000.00	
	Helicopters				
10	Helicopter - Passenger MD 500		100	-	
11	Helicopter - Airlift 561		HRS	\$3,969.84	·• · •
12	Helicopter - Alrlift Chinook	1	HRS	\$15,993.60	
	······································	<u>1</u>	HRS	\$20,277.60	
lot Inclu					
quipme	nt Mobilization/Demobilization. Billed on PO				
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	equipment and personnel from and to mainland and back		1		

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From:	Dykes, Melissa H Chief Financial Officer
Sent:	Thursday, September 28, 2017 9:30 PM
То:	Andy Techmanski
Cc:	Ramon O Caldas Pagan Alvarado ; Nelson Morales Rivera
	GERARDO TARGA BENITEZ
	; JAVIER MORALES TAÑON
	EDGARDO DIAZ REYES
	AIDA URBINA RIVAS
	Brooks, Jody L Chief Legal Officer
Subject:	Re: Mutual Aid Agreements With Other APPA Utilities

Thank you, Andy. Just clarifying that JEA is glad to assist with the transmission and distribution system restoration by Whitefish as long as it is PREPA's preference that we do so as subcontractors under Whitefish's agreement with PREPA - where Whitefish is responsible for logistics, transportation, security, fuel, work management, etc. for JEA crews - rather than the existing mutual aid agreement which does not have clear provisions for logistical arrangements. As long as PREPA is comfortable with that arrangement (including Whitefish's recovery of overhead expenses on JEA's actual costs), we will proceed with haste to provide assistance, and will share the subcontract with other public power utilities who can do so under a similar arrangement to assist with the Whitefish-led efforts.

Take care, Melissa

On Sep 28, 2017, at 8:46 PM, Andy Techmanski

> wrote:

Evhihit 7

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Ramon,

I have been in close contact with Melissa Dykes (CFO Jacksonville Electric Authority), whom in turn has been in close communication with the other electric utilities in the APPA. JEA has 42 lineman and equipment to support your efforts. I have asked her to reach out to the other utilities to procure an additional 100, which she has successfully done. The issue is the APPA mutual aid agreement is very vague and would require a more structured framework agreement for them to recoup costs. What we worked on together was to have them come in under our agreement as subcontractors to Whitefish Energy, and they are comfortable with our terms. Whitefish will also be the coordinator of all of their logistics, fuel, shipping, airfreight, onsite activities, etc. all of what are critical tasks that PREPA is not setup to manage. What JEA and the other utilities require is an email from you stating that you approve them operating under Whitefish Energy and our contract with you. Please reply to this email with your approval, and we will start flooding you with resources from your sister APPA utilities, and ensure logistical continuity, as well as superb project execution. Please reply ASAP. Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC



From: Ramon O Caldas Pagan Sent: Saturday, September 23, 2017 7:53 PM To: Andy Techmanski Cc: Edgardo L. Rivera Alvarado; Nelson Morales Rivera; GERARDO TARGA BENITEZ; JAVIER MORALES TAÑON; EDGARDO DIAZ REYES; AIDA URBINA RIVAS Subject: RE: Power Line Storm Restoration Hello Andy, Today, we had a meeting and now we are ready for the mobilization. To do this, we need to know when is the sooner date you can bring your people to PR? We only need the final Scope of Services (SOS) that your company will provide us, to prepare the electronic contract and send it to you. I include our standard T&C's for your evaluation and comments. Also, we have 60 rooms at Verdanza hotel reserve to accommodate your first wave We need to know what are your needs to transport your equipment as soon as possible. We already have air transportation preapproved by FEMA for the most critical pieces of equipment. To complete the logistic plan we need to know all the technical info to be provided to the air cargo transporter and FEMA. Best regards, R From: Andy Techmanski Sent: Saturday, September 23, 2017 9:04 PM To: Ramon O Caldas Pagan Cc: Ricardo L. Ramos Rodriguez; Pedro Morales Gonzalez; Edgardo L. Rivera Alvarado; Nelson Morales Rivera; GERARDO TARGA BENITEZ; JAVIER MORALES TAÑON Subject: Re: Power Line Storm Restoration Ramon, Can you provide an update to your needs of power restoration? We have 50+ labor that have now been release for hurricane work from Florida Power and Light. These guys are in Miami. My concern is that we start to demobilize our of Florida and the cost to mobilize back will start to increase. Regards, Andy Techmanski Sent from my iPhone On Sep 19, 2017, at 7:41 PM, Ramon O Caldas Pagan wrote: Hello, Andy,

Thank you so much for the information. In order to start the evaluation and

Exhibit 7

contracting process we need the following information:

1) A formal proposal that includes:

a) Personnel hourly rates

b) Staff hourly rates (engineers, PM, Team Leader)

c) Equipment daily/weekly/monthly rates

d) Perdiem

e) Other special rates

2) What is the ETA in PR if we mobilize next Friday (How fast and how many days in advance do you need to move your people from the US to PR)

3) What limitations your personal or your company have

4) What trainings your personal have for the different jobs and roles

5) The vehicles are 4X4

6) Your personal have experience working off road on remote sites

7) Do you have bilingual (Spanish/English) personnel?

8) What other terms and conditions your company has?

9) Is your personnel willing to be accommodated in double occupancy rooms?

These are some of our questions in order to see and evaluate how your services and capabilities are aligned with the different types of works we have to perform.

If you have any questions, let us know.

Best regards and thank you so much for your support,

RC

From: Andy Techmanski Sent: Monday, September 18, 2017 8:48 PM To: Ramon O Caldas Pagan Subject: Power Line Storm Restoration

Ramon,

Per you linkedin email below is our capabilities and resources available.

Workforce:

125 Men in crews consisting of power lineman, equipment operators, and apprentices. All crew members are accredited through the International Brotherhood of Electrical Workers (IBEW) union.

We also have 15 construction/project managers, and engineers that could mobilize to assist.

Equipment:

- 35 Distribution Bucket Trucks
- 10 Service Bucket Trucks
- 35 Distribution Digger Derricks (Pole Setting)

10 Transmission Bucket Trucks (90' - 125')

- 5 Transmission Digger Derricks
- 10 Boom Trucks (30 ton+/-) with man baskets

4 Distribution conductor pulling sets (6k lb pullers, tensioners, reel trailers)

- 2 Transmission Line pulling sets (20k lb pullers, tensioners, reel trailers)
- 1 Live line Transmission Set (hot sticks, barehand, etc)

If we use dedicated ships and barges to mobilize, we could also bring a large stock of materials, poles, transformers, and conductor (wire, insulators, etc), with us to help supplement your depleting stock.

Our company has experience in building power lines and substations up to 500kv. We also have ample live line experience from 600v - 345kv. We have rubber gloves, sleeves and hot sticks to match any need you may have.

I could mobilize a forward team of 10 - 30 lineman and construction managers to start helping you package work ASAP.

Our transformer partner could start to ship transformers as soon as this week, in any voltage configuration. (obviously larger transformers will take more time).

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com<<u>http://www.whitefishenergy.com</u>> [1472612757304_WEH]

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

		Exhibit 7
From:	Unspecified Sender	
Sent:	Sunday, October 1, 2017 8:50 AM	
То:	Oscar Valentín Román Fernandez	Mireya Rodriguez
Cc:	GERARDO TARGA BENITEZ L. Rivera Alvarado	Edgardo ; Nelson Morales Rivera
Subject:	Información de WhiteFish Energy Holding	

Hola Mireya,

Estos son los correos que recibimos ayer y sobre los cuales estamos trabajando la estrategia para traer el personal.

Saludos,

RC

Ramon,

I just got off the phone with Mike Hyland the mutual aid coordinator with APPA. I emphasized the need to assist you with what ever resources he can. I told him we are having problems with logistics and need the governments support to expedite the mobilization to PR. He has setup a call with Frank Ford who is a Colonel in the Army for of engineers and will be coming to PR in coming days to execute the relief effort for them. I told Mike that we need frank to use military barges, ships and air transport to get us there quicker. I also said that we could use the army to set up a tent city for us. This would allow me to expedite sending us as many as 1000 lineman to assist your rebuild. Once I talk to the Army tomorrow I will report back to you .

Regards;

Andy Techmanski Sent from my iPhone

Position	Sept. 26, 2017 Contract Standard Hourly Rate	Sept. 26 Contract Sunday & Holliday Rate (Double Time Rate)	Oct. 17, 2017 Contract Standard Hourly Rate	Oct. 17, 2017 Contract Standard Hourly Rate
Overhead General Foreman	134.53	240.24	(Contract Exhibit A) 240.24	(Contract Exhibit B) 336.34
Overhead Line Foreman	129.73	230.63	230.63	322.88
Overhead Line A (First Class)	120.12	227.88	227.88	319.04
Apprentice 7 th	120.12	204.55	188.07	263.30
Apprentice 6 th	115.32	201.80	190.82	267.15
Apprentice 5 th	110.51	199.06	193.56	270.99
Apprentice 4 th	105.71	196.31	196.31	247.83
Apprentice 3 rd	100.90	193.56	199.06	278.68
Apprentice 2 nd	96.10	190.82	201.80	282.52
Apprentice 1 st	91.29	188.07	204.55	286.37
Overhead Operator	120.12	204.55		286.37
Groundman	91.29	188.07		263.30
Safety	133.57	227.88		286.37
Admin	80.12	148.02		
Mechanic	120.12	204.55	204.55	
Construction Manager	185.	247.50		
Trade Labor				
Foreman/Lead Man				207.20
Skilled Labor				162.40
Unskilled Labor				138.60

Exhibit 8

		Exhibit 9
From:	Andy Techmanski	
Sent:	Wednesday, October 18, 2017 12:19 PM	
То:	Nelson Morales Rivera	; Kent McNellie
Cc:	Ramon O Caldas Pagan	Ricardo L. Ramos
	Rodriguez	
Subject:	Re: Doing Business in Puerto Rico assisti	ng in recovery efforts after Hurricane Maria?

Nelson,

There are many concerns from our employees and subcontractors as they revolve around Puerto Ricos, excessive individual and corporate taxes. Also the local PR employment laws that cover paid time off, mandatory benefits, and workers compensation are in excess of the mainland. These are substantially higher than the mainland. With the government offices shut down before we mobilized here, there were no resources to inform us to these matters.

I believe the best course of action is to get the Governors office involved and providing all emergency responders and companies and exemption from PR employment laws, and taxes, whereas their states of origin would act as the prevailing governing body for these matters.

If we are having these problems, so will other companies that come to PR to support you. Thank you in advance for your help.

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

WHATEFISH

From: Nelson Morales Rivera
Sent: Wednesday, October 18, 2017 7:53 AM
To: Kent McNellie; Andy Techmanski
Cc: Ramon O Caldas Pagan
Subject: FW: Doing Business in Puerto Rico assisting in recovery efforts after Hurricane Maria?

FYI.

From: BDO Puerto Rico Sent: Wednesday, October 18, 2017 9:09 AM To: Nelson Morales Rivera On Behalf Of BDO Puerto Rico

Transmi	, Erection & Supply Inles Lattice Tower,									10					Project No:	2017-	178		
	reing Steel (REDAR). tructural Stael								Project	Name:	Puerto Ri	co Restorat	ion		Structure #	Restoration/N	/lobilizati	on	
	Contact:	Antoin	ette Gr	reenlee	1.14				Com	bany:	Whitefish	Energy Ho	oldings Inc.		Start Date/Time:	Oct 01 / 20)17]	
1	Reporting Point:	Pue	erto Ri	ico		1			Billi	ng#	2017-178W-	01			End Date/Time:	Oct 07 / 20	017	1	
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ames Greenlee	Construction Manage	er (CM)		17.5	16	16	18	18	18.5	40.00	\$	150.35	\$ 6,014.00	64.0	\$ 192.61	\$ 12,327.04	104.0	\$	18,341.04
eonard Sanchez	General Foreman	(GF)		12.5	13	12.5	12.5	16.5	17.5	40.00) \$	120.35	\$ 4,814.00	44.5	\$ 167.79	\$ 7,466.66	84.5	\$	12,280.66
Dylan Greenlee	Safety Officer	(SO)		12.5	21	12.5	12.5	16.5	13	40.00	\$	119.35	\$ 4,774.00	48.0	\$ 166.79	\$ 8,005.92	88.0	\$	12,779.92
Brian Johnson	Foreman Ironworker	(FOR)		12.5	12	12.5	12.5	16.5	17.5	40.00) \$	118.35	\$ 4,734.00	43.5	\$ 165.29	\$ 7,190.12	83.5	\$	11,924.12
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Dustin Hail	Ironworker	(JIW)		12.5	12	12.5	12.5	14.5	13	40.00) \$	109.98	\$ 4,399.20	37.0	\$ 150.29	\$ 5,560.73	77.0	\$	9,959.93
Darrin Hail	Ironworker	(JIW)		12.5	12	12.5	12.5	14.5	13	40.00) \$	109.98	\$ 4,399.20	37.0	\$ 150.29	\$ 5,560.73	77.0	\$	9,959.93
Robert Dobney	Ironworker	(JIW)		12.5	12	12.5	12.5	14.5	13	40.00) \$	109.98	\$ 4,399.20	37.0	\$ 150.29	\$ 5,560.73	77.0	\$	9,959.93
Paul Deleon	Ironworker	(JIW)		12.5	12	12.5	12.5	14.5		40.00	\$	109.98	\$ 4,399.20	24.0	\$ 150.29	\$ 3,606.96	64.0	\$	8,006.16
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W	Robert Dobney	12.5		x	55ME	Chain Saw	12.5	31ME	Welders Mobile Diesel	12.5
W	Paul Deleon	12.5		x	54ME	Chain Saw	12.5	30ME	Welders Mobile Diesel	12.5
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GF	Leonard Sanchez	12.5		x	52ME	GENERATOR	12.5	01CT	Truck, Pickup 3/4 ton	12.5
IW	Christopher Jamieson	0		x	51ME	GENERATOR	12.5	02CT	Truck, Pickup 3/4 ton	12.5
M	Antoinette Greenlee	12.5		x	50ME	GENERATOR	12.5	03CT	Truck, Pickup 3/4 ton	0
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Exhibit 10

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IW	Darrin Hail	12		x	56ME	Chain Saw	12	32ATV	ALL Terrain Vehicle (ATV)	1
W	Robert Dobney	12		x	55ME	Chain Saw	12	31ME	Welders Mobile Diesel	1
W	Paul Deleon	12		x	54ME	Chain Saw	12	30ME	Welders Mobile Dlesel	1
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w	Christopher Jamieson	21		x	51ME	GENERATOR	12	02CT	Truck, Pickup 3/4 ton	1
M	Antoinette Greenlee	21		x	50ME	GENERATOR	12	03CT	Truck, Pickup 3/4 ton	
M	Brian Johnson	12		x	49ME	GENERATOR	12	04CT	Truck, Pickup 3/4 ton	
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					46ME	GENERATOR	12	07CT	Truck, Pickup 3/4 ton	
					45ME	GENERATOR	12	08CT	Truck, Pickup 3/4 ton	
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	- Construction Manager				37ST	BOX Office JOB Trailer	12	61ME	Oxygen & Acetylene	1
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IW	Darrin Hail	12.5		x	56ME	Chain Saw	12.5	32ATV	ALL Terrain Vehicle (ATV)	12
W	Robert Dobney	12.5		x	55ME	Chain Saw	12.5	31ME	Weiders Mobile Diesel	12
w	Paul Deleon	12.5		x	54ME	Chain Saw	12.5	30ME	Welders Mobile Diesel	12
0	Dylan Greenlee	12.5		x	53ME	GENERATOR	12.5	29ME	710 Bgan Satellite	12
F	Leonard Sanchez	12.5		x	52ME	GENERATOR	12.5	01CT	Truck, Pickup 3/4 ton	12
w	Christopher Jamieson	12.5		x	51ME	GENERATOR	12.5	02CT	Truck, Pickup 3/4 ton	12
M	Antoinette Greenlee	12.5		x	50ME	GENERATOR	12.5	03CT	Truck, Pickup 3/4 ton	
N	Brian Johnson	12.5		x	49ME	GENERATOR	12.5	04CT	Truck, Pickup 3/4 ton	
	Totals	112.5			48ME	GENERATOR	12.5	05CT	Truck, Pickup 3/4 ton	
					47ME	GENERATOR	12.5	06CT	Truck, Pickup 3/4 ton	
					46ME	GENERATOR	12.5	07CT	Truck, Pickup 3/4 ton	
					45ME	GENERATOR	12.5	08CT	Track, Pickup 3/4 ton	
					44ME	GENERATOR	12.5	09CT	Truck, Pickup 3/4 ton	
					43ME	GENERATOR	12.5	10CT	Truck, Pickup 3/4 ton	
					42ME	GENERATOR	12.5	11FB	Track, Pickup 3/4 ton	
					41ME	GENERATOR	12.5	12FB	Truck, Pickup 3/4 ton	
					40ME	GENERATOR	12.5	26WP	Wire puller Machine	
					39ME	GENERATOR	12.5	27WP	Wire puller Machine	
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	James (Jin) Greenlee Construction Manager									



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Class	Name/Nombre	Total Hrs.	Ves/Si	No	Unit#	Description	HRS	Unit#	Description	HRS
JIW	Dustin Hail	12.5		x	57ME	AIR COMPRESSOR	12.5	33ATV	ALL Terrain Vehicle (ATV)	12.5
JIW	Darrin Hail	12.5		x	56ME	Chain Saw	12.5	32ATV	ALL Terrain Vehicle (ATV)	12.5
JIW	Robert Dobney	12.5		x	55ME	Chain Saw	12.5	31ME	Welders Mobile Diesel	12.5
JIW	Paul Deleon	12.5		x	54ME	Chain Saw	12.5	30ME	Welders Mobile Diesel	12.5
so	Dylan Greenlee	12.5		x	53ME	GENERATOR	12.5	29ME	710 8gan Satellite	12.5
GF	Leonard Sanchez	12.5		x	52ME	GENERATOR	12.5	01CT	Truck, Pickup 3/4 ton	12.5
JIW	Christopher Jamieson	12.5		X	51ME	GENERATOR	12.5	02CT	Truck, Pickup 3/4 ton	12.5
PM	Antoinette Greenlee	12.5		x	50ME	GENERATOR	12.5	03CT	Truck, Pickup 3/4 ton	
FM	Brian Johnson	12.5		x	49ME	GENERATOR	12.5	04CT	Truck, Pickup 3/4 ton	
	Totals	112.5			48ME	GENERATOR	12.5	05CT	Truck, Pickup 3/4 ton	
					47ME	GENERATOR	12.5	06CT	Truck, Pickup 3/4 ton	
					46ME	GENERATOR	12.5	07CT	Truck, Pickup 3/4 ton	
					45ME	GENERATOR	12.5	08CT	Truck, Pickup 3/4 ton	
					44ME	GENERATOR	12.5	09CT	Truck, Pickup 3/4 ton	
					43ME	GENERATOR	12.5	10CT	Truck, Pickup 3/4 ton	
					42ME	GENERATOR	12.5	11FB	Truck, Pickup 3/4 ton	
					41ME	GENERATOR	12.5	12FB	Truck, Pickup 3/4 ton	
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	anter				37ST	BOX Office JOB Trailer	12.5	61ME	Oxygen & Acetylene	12.5
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R	eceived Crew Trucks and checked in and insp	ected. Prepare	d all ite	ms for	transport. Got	everyone prepared to lea	ve for Puerto I	Rico. Drove t	o DFW to Fly out in the mo	ning
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lass	Name/Nombre	Ttl Hrs	Yes/Si	No	Unit#	Description	HRS	Unit#	Description	HRS
IW	Dustin Hail	14.5		x	57ME	AIR COMPRESSOR	14.5	33ATV	ALL Terrain Vehicle (ATV)	14.
IW	Darrin Hail	14.5		x	56ME	Chain Saw	14.5	32ATV	ALL Terrain Vehicle (ATV)	14.
W	Robert Dobney	14.5		x	55ME	Chain Saw	14.5	31ME	Welders Mobile Diesel	14.
IW	Paul Deleon	14.5		x	54ME	Chain Saw	14.5	30ME	Welders Mobile Diesel	14.
0	Dylan Greenlee	16.5		x	53ME	GENERATOR	14.5	29ME	710 Bgan Satellite	14.
GF	Leonard Sanchez	16.5		x	52ME	GENERATOR	14.5	01CT	Truck, Pickup 3/4 ton	14.
W	Christopher Jamieson	14.5		x	51ME	GENERATOR	14.5	02CT	Truck, Pickup 3/4 ton	14.
M	Antoinette Greenlee	16.5		x	SOME	GENERATOR	14.5	03CT	Truck, Pickup 3/4 ton	14.
M	Brian Johnson	16.5		x	49ME	GENERATOR	14.5	04CT	Truck, Pickup 3/4 ton	14.
	Totals	138.5			48ME	GENERATOR	14.5	05CT	Truck, Pickup 3/4 ton	14.
					47ME	GENERATOR	14.5	06CT	Truck, Pickup 3/4 ton	14.
					46ME	GENERATOR	14.5	07CT	Truck, Pickup 3/4 ton	14.
					45ME	GENERATOR	14.5	08CT	Truck, Pickup 3/4 ton	14.
					44ME	GENERATOR	14.5	09CT	Truck, Pickup 3/4 ton	14.
					43ME	GENERATOR	14.5	10CT	Truck, Pickup 3/4 ton	14.
					42ME	GENERATOR	14.5	11FB	Truck, Pickup 3/4 ton	14.
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					38ME	GENERATOR	14.5	60ME	Oxygen & Acetylene	14.
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Class	Name/Nombre	Total Hrs.	Voc/Si	No		Unit #	Description	HRS	Unit#	Decelet	Lung
CM	James Greenlee	18.5	165/51	X		Unit #	Description	нкз	Unit#	Description	HRS
PM	Antoinette Greenlee	17.5		x							
GF	Leonard Sanchez	17.5		x							
FOR	Brain Johnson	17.5		x							
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	AL ARK										
	James (Jim) Greenie Construction Manager								1		
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		H WFE	-								

		Exhibit 11
From:	Andy Techmanski	
Sent:	Sunday, October 15, 2017 12:02 AM	
To:	Ramon O Caldas Pagan	
Ce:	GERARDO TARGA BENITEZ Edgardo L. Rivera Alvarado ; Taylor Hwong ; Kent McNellie	John Slates
Subject: Attach:	Re: PREPA - Whitefish 246816964_v 1_WhiteFish Contract Revised (1).DOCX	

Ramon,

Great idea. I have cc John Slates who will be able to discuss with your attorneys, our position on the provisions of this document.

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

WHITEFISH

From: Ramon O Caldas Pagan
Sent: Saturday, October 14, 2017 9:40 PM
To: Andy Techmanski
Cc: GERARDO TARGA BENITEZ; Edgardo L. Rivera Alvarado
Subject: FW: PREPA - Whitefish
Hello Andy,

This is the contract with comments from our lawyers. If it is possible they want it to contact your counsel. This will help to make the process more easy and fast.

Best regards,

R

Original Message	
From: MitchellN@gtlaw.co	om
Sent: Saturday, October 14	I, 2017 4:24 PM
To:	amon O Caldas Pagan
Cc	Nelson Morales Rivera; JAVIER MORALES TAÑON

Fernando M. Padilla; Subject: RE: PREPA - Whitefish

Forgot the attachment.

Also, if it is helpful, we would also be happy to talk directly to Whitefish's counsel. On some of this, having our government contracting team speak directly to them might actually make it easier. Let us know how we can help.

ency A. Mitchell w York Co-Managing Shareholder eenberg Traurig, LLP MetLife Building 0 Park Avenue New York, NY 10166 Commence (New York, NY 10166 Commence (New York, NY 10166
Original Message
om: Mitchell, Nancy A (Shld-NY-CP-Bky)
nt: Saturday, October 14, 2017 4:21 PM
: Cleary, David (Shld-Phx-Bky); Ramon O Caldas Pagan
: Prusock, Melissa (Assoc-DC-GvtCntr); Nelson Morales Rivera; JAVIER MORALES TAÑON; Schaengold, Michael J. (Shld-DC-
rtCntr); Bradel, Ryan C. (OfCnsl-DC-GvtCntr); Fernando M. Padilla; Seconda de la seconda de la seconda de la seconda ; Delis Tamara
mbrana Colon; Mireya Rodriguez Fernandez
bject: RE: PREPA - Whitefish

Attached is a blackline of the Contract that reflects our comments. We have included both the provisions required by FEMA and provisions that we understand are required under Puerto Rico law. Since we are not licensed in Puerto Rico, you may want to have this reviewed by a local firm (I understand the provisions we included came from PMA).

Please note that in the markup, we noted the time and materials contract pricing. Cost-plus isn't permitted but time and materials is if it is the only way to price the contract. If you are going to proceed with a time and materials contract, it is critical to document why that pricing was appropriate and why a fixed price or other type of permitted contract pricing is not appropriate. If you would like to talk to our government contracting team about the pricing provisions and how to accomplish what you are trying to achieve, I'm sure they would be happy to get on the phone.

Please let us know if you have any questions.

Nancy A. Mitchell
New York Co-Managing Shareholder
Greenberg Traurig, LLP MetLife Building
200 Park Avenue LNew York, NY 10166
www.gtlaw.comOriginal Message
From: Cleary, David (Shld-Phx-Bky)
Sent: Saturday, October 14, 2017 1:34 AM
To: Ramon O Caldas Pagan
Cc: Prusock, Melissa (Assoc-DC-GvtCntr); Nelson Morales Rivera; JAVIER MORALES TAÑON; Mitchell, Nancy A (Shld-NY-CP-Bky);
Schaengold, Michael J. (Shld-DC-GvtCntr); Bradel, Ryan C. (OfCnsl-DC-GvtCntr); Fernando M. Padilla;
Delis Tamara Zambrana Colon; Mireya Rodriguez Fernandez
Subject: Re: PREPA - Whitefish

Ok. I will be out of pocket for a bit today. Some one on my team will let you know. Thanks.

David D. Cleary Greenberg Traurig



2013 U.S. News-Best Lawyers(R) "Law Firm of the Year" in Bankruptcy & Creditor Debtor Rights/ Insolvency & Reorganization Law and Litigation -Bankruptcy

> On Oct 14, 2017, at 1:26 AM, Ramon O Caldas Pagan wrote:
> > Hello Cleary, >
> This is the contract draft version accepted by Whitefish.
> > Let us know if you need anything else from us.
> > Best regards,
>
> R
>
> > From: clearyd@gtlaw.com [clearyd@gtlaw.com]
> Sent: Friday, October 13, 2017 7:41 PM
> To: Ramon O Caldas Pagan
> Cc ; Nelson Morales Rivera; JAVIER MORALES TAÑON;
> Fernando M. Padilla Delis
> Tamara Zambrana Colon; Mireya Rodriguez Fernandez > Subject: Re: PREPA - Whitefish
>
> Thanks.
> David D. Cleary
> Greenberg Traurig
 > 2013 U.S. News-Best Lawyers(R) "Law Firm of the Year" in Bankruptcy & > Creditor Debtor Rights/ Insolvency & Reorganization Law and Litigation > -Bankruptcy
> >> On Oct 13, 2017, at 7:33 PM, Ramon O Caldas Pagan wrote:
>>
>> Cleary, >>
>> What Andy sent is a draft version with the new articles sent by Nancy and the comments and suggestions of Christopher (FEMA At this moment we are waiting for there comments and questions.
>> >> As soon as they complete the revision we are going to send it to your evaluation. They are supposed to send their comments during the next two hours.
>> Description
>> Regards,
>> R
>> >>
>>>
>>
>> >>
>>
>>

>> From:

>> <u>Cc:</u>	Nelson Morales Rivera; JAVIER MORALES TAÑON;
>>	
>> Fernando M. Padilla;	Delis
>> Tamara Zambrana Colon;	
>> Subject: Re: PREPA - Whit	efish
>>	
	with Whitefish and he said that he received the contract from his CEO, the contract was finished and
they agreed. I told him that I	had not seen it and would check. Any update?
>>	
>> David D. Cleary	
>> Greenberg Traurig	
>> 2012 U.C. Nowe Post Low	(orc/D) "Low Firm of the Veer" in Deplementary 8
	yers(R) "Law Firm of the Year" in Bankruptcy & solvency & Reorganization Law and
>> Litigation -Bankruptcy	Solvency & Reorganization Law and
>> On Oct 13, 2017, at 1,55 [PM, Ramon O Caldas Pagan > wrote:
	in, Namon O Caluas Pagan > wrote.
>> >>	
>> Good afternoon,	
>> 0000 arternoon,	
>>	
>>	
	orking with the user and the supplier in order to send the latest version with all the recommendations.
>>	
>>	
>>	
>> We expect to send you th	e document in an hour and a half.
>>	
>>	
>>	
>> Regards,	
>>	
>>	
>>	
>> R	
>>	
>>	
>>	
>> [clearyd@gtlaw.com]	
>> Sent: Friday, October 13, 1	
>> To:	; Nelson Morales
	TAÑON; Ramon O Caldas Pagan
>> Cc:	
	<u>com</u> >; Fernando M. Padilla;
AN CURLENSE DE DDEDA 1890 (1	
>> Subject: RE: PREPA - Whit	etisn

>>

>> In order to keep things moving, please see Melissa's email below. She has gone back and designed each deficient paragraph or topic as REQUIRED or RECOMMENDED. Therefore, when you are reviewed the items for revision into the contract you can base your decisions using that criteria also.

>>

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>> Additionally, we still need:
>>
>> - The proposed revisions that Ramon sent to FEMA; and
>>
>> - The contract in word format if you would like GT to modify it.
>> Thanks.
>>
>> David D. Cleary
>> Greenberg Traurig, LLP
                                   H
\geq
>> From: Nelson Morales Rivera
>> Sent: Thursday, October 12, 2017 7:55 PM
>> To: Ramon O Caldas Pagan; JAVIER MORALES TAÑON
>> Cc: GERARDO TARGA BENITEZ; Ricardo L. Ramos Rodriguez; Cleary, David
>> (Shld-Phx-Bky)
>> Subject: Fwd: PREPA - Whitefish
>>
>> Ramon/Javier,
>>
>> It is extremely important that PREPA incorporate the amendments to the contract with Whitefish pursuant to the
recommendations by Greenberg Traurig (GT) to ensure there are no issues when we seek reimbursement from FEMA.
>>
>> Please coordinate ASAP with GT.
>>
>> Thanks,
>>
>> Nelson
>>
>> Sent from my iPhone
>>
>> Begin forwarded message:
>> From: >
>> Date: October 12, 2017 at 5:45:01 PM AST
>> To: >,
>>>,
>>>
>> Cc: >,
>> >,
>> >
>> Subject: Re: PREPA - Whitefish
>> Nelson/Javier(also, please forward to Laura as I don't have her email), we obviously are still awaiting word from FEMA per below,
but below are comments form GT's government contracts/FEMA team who were instrumental in putting together the contract
template.
>>
>> Based on our earlier discussion, I assume that Whitefish is still working. We can start working on amendments to the contract in
advance of hearing from FEMA. last us now how you want to proceeed.
>>
>> David D. Cleary
>> Shareholder
>> Greenberg Traurig, LLP
```

>> On Oct 12, 2017, at 3:46 PM, Prusock, Melissa (Assoc-DC-GvtCntr) > wrote:

Exhibit 11

>> Dave,

>> Below please find an analysis of the issues with the PREPA contract with Whitefish executed on September 26, 2017.

>> Issues with the Existing Provisions of the Contract

<u>>></u> >>

1. Required: Specify damages and other remedies available to PREPA for contractor breach in Section 4.4. Section 4.4 of the contract provides that PREPA can terminate the contract in the event of a breach, but does not provide that PREPA may seek damages or other remedies. The contract should specify that PREPA may seek damages or other available remedies in the event of contractor breach.

<u>>></u>

<u>>></u>

>> 2. Required: Limit contractor termination rights in Section 4.5 to material breach. Section 4.5 allows the contractor to terminate the contract upon breach by PREPA. At a minimum, this clause should be limited to a material breach. It is unusual to allow the contractor to terminate the government for breach. In Federal Government contracts, a contractor can terminate a government contract only in very rare circumstances where there is a very material breach. Otherwise, in Federal Government contracts, the contractor must continue to perform pending the outcome of the dispute. See FAR 52.233-1(i) ("The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.").

<u>>></u> >>

>> 3. Required: Change contractor termination right in Section 5.4 to right to receive equitable adjustment for suspension of work. Section 5.4 of the contract allows the contractor to terminate the contract if PREPA suspends work for more than 15 days. This is very unusual and should not be included in the contract. At most, the contract should allow for an equitable adjustment for suspension of work that negatively impacts the contractor.

<u>>></u>

<u>>></u>

>> 4. Required: Ensure changes are within the scope of the Federal grant used to fund the project. Article 7 suggests that PREPA may order changes outside the scope of the contract. To be eligible for reimbursement under a FEMA grant, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

<u>>></u> >>

5. Required: Justify decision to use time and materials contract and include a "not to exceed" amount. Article 7 states "Payment shall be Time and Materials at the following rates[.]" (Emphasis added.) Since PREPA is a state agency, technically there is no prohibition on using time and materials contracts. However, all costs must still be allowable under the Federal cost principles (2 CFR 200 Subpart E) if Federal grant funds are used to pay for the project. If PREPA cannot justify its decision to contract on a time and materials basis (i.e., by demonstrating that no other contracting method was suitable), it is possible that FEMA could find the costs incurred under the contract unreasonable. If PREPA believes a time and materials contract is appropriate, the contract should include a ceiling price that the contractor exceeds at its own risk.

>> >>

Second provide FEMA with access to work sites. Article 9, Access to work, provides that the contractor must give PREPA access to worksites. The contract must also include the following statement: "The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the work being completed under the Contract."

>>

>> 7. Recommended, but not required. Article 11 contains track changes. Revise the contract to eliminate the terms that have been crossed out.

<u>>></u>

<u>>></u>

>> 8. Required: Revise the timeframes in "Termination" and "Breach" provisions to make them consistent with each other. The timeframes in Article 14 "Termination" conflicts with the timeframes in Section 4.4 (Breach by the contractor).

<u>>></u>

>> Article 14(1) states PREPA may terminate the contract if the Contractor "substantially breaches the service obligation, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from PREPA; or fails to commence to cure the breach and diligently proceed with the cure if it is not possible to cure within thirty (30) days of such notice."

>> Section 4.4 states "Upon written notice to Contractor from DDEDA stating that Contractor is in breach of the Contract. Contractor
>> Section 4.4 states "Upon written notice to Contractor from PREPA stating that Contractor is in breach of the Contract, Contractor
will immediately remedy such breach. Where Contractor fails to remedy such breach within ten (10) days or to promptly initiate and
continue in good faith to remedy a breach that cannot be reasonably remedied in ten (10) days, PREPA will have the right to
terminate the Contract upon five (5) days' notice to Contractor.
<u>>></u>
<u>>></u>
>> 9. Required: Add "Assignment" and "Subcontracting" clauses from the GT template. Article 23, Assignment and subcontractors,
says "Not Applicable". Why is this not applicable? The assignment and subcontracting clauses from the template we provided should
be included.
<u>»</u>
<u>>></u>
>> 10. Required: Add a clause requiring modifications to be in writing.
<u>>></u>
>> Recommended: revise "Novation" clause to clarify meaning.
<u>></u>
<u>>></u>
<u>>></u>
>> Article 24, Novation, states:
<u>>></u>
<u>>></u>
>> The Contractor and PREPA expressly agree that no amendment or change order which could be made to this Contract, during its
term, shall be understood as a contractual novation, unless both parties agree to the contrary, specifically and in writing. This
previous provision shall be equally applicable in such other cases where PREPA gives the Contractor a time extension for the
compliance of any of its obligations under the Contract or where PREPA dispenses the claim or demand of any of its credits or rights
under this Contract.
<u>>></u>
>> A novation occurs when one of the parties to the contract is replaced. This provision does not make any sense. Is this supposed to
be a "modifications" clause prohibiting modifications or amendments to the contract unless expressly agreed in writing?
<u>></u>
>> 11 Province de de Consider alles institus finales alles de constant de constant instance de constant anna de constant de constant
>> 11. Recommended: Consider eliminating mutual indemnity clause. Article 41 contains a mutual indemnity. Government agencies
rarely agree to such a clause. While PREPA is not prohibited from including this clause, the cost of indemnifying the contractor under
this clause would not be an allowable cost under federal grants, and would have to be exclusively borne by PREPA.
\geq
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>
—
>> 12. Required: Eliminate cost plus percentage of cost provision; Justify use of time and materials contract and include ceiling price;
Ensure meals and lodging costs comply with Federal cost principles. As noted previously, Article 44 contains a cost plus percentage
of cost element, and is not permissible. An email forwarded to us earlier today by Dave, which is from Nancy to Jose Morales at
FEMA, states that the following change to Article 44 has been proposed:
<u>>></u>
>> "The Contractor shall submit to PREPA all contract costs outside of Contractor's internal rates in Schedule 1, as updated per this
Contract, on a time and materials basis. Such costs shall be reasonable and customary and, for third party contracts, include an
allocation for Contractor's program management and oversight of such third party contracts. Costs related to meals and lodging shall
be the reasonable and actual costs incurred. [Nancy: there is a lot of cost incurred in the management of these, so we are struggling
with possibly offering this provision, but our interpretation of various guidelines was that this may be a strict prohibition (Food &
Lodging 'markup')]"
<u>>></u>
>> While this is an improvement over the prior provision, please note the concerns we raised above about using time and materials
contracts. If time and materials is going to be used, there must be a ceiling price that the contractor exceeds at its own risk.
\geq
>> Response to the comment in brackets: Travel costs (such as meals and lodging) must be comply with 2 CFR § 200.474, "travel
costs," which provides, "Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by
employees who are in travel status on official business of the non-Federal entity [note: PREPA is the non-federal entity here]. Such
costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of
the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent

with mose normally allowed in fixe circumstances in the non-rederal entity's non-rederally-funded activities and in accordance with
non-Federal entity's written travel reimbursement policies."
\geq
>> Required: Add Missing Required Contract Clauses:
<u>>></u>
<u>≫</u> <u>≫</u>
\geq
>> 1. Bonding
>>
>> 2. Termination settlement
>> 3. Clean water and air
<u>>></u>
>> 4. The full Equal Opportunity clause
<u>>></u>
>> 5. Records retention
>>
>> 6. Prohibition on contracting with suspended and debarred parties
<u>>></u>
>> 7. Compliance with law and acknowledgement of FEMA funding
>>>
>> 8. DHS logos
>> 9. Federal access to records clause
<u>>></u>
>> 10. Program fraud
>>>
>> 11. Procurement of recovered materials
\geq
>> 12. Contract work hours and safety standards
<u>≫</u>
>> 13. Byrd anti-lobbying certification
<u>>></u>
>> 14. No obligation by Federal government
<u> </u>
>> 15. Disaster assistance survivor registrant data (if applicable)
<u>>></u>
>> 16. Reporting requirements
<u>>></u>
>> 17. Provisions required by law deemed inserted
<u>>></u>
>> As noted above, there also does not appear to be an assignments clause, a subcontracting clause, or a coherent modifications
clause. The notices clause is also not filled in for the contractor.
>> Recommended: Add Recommended Clauses that Were Not Included:
<u>>></u>
>> 1. Costs
>> 2. Financial management
<u>>></u>
>> A Natice of FEMA conacting convirgments
>> 4. Notice of FEMA reporting requirements
<u>>></u>
>> 5. Agreement to execute other required documents

<u>>></u>
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>> Please note that there are other recommended clauses that were left out (e.g., age discrimination, energy efficiency, other civil
rights requirements), but these are the most important ones.
<u>></u>
<u>>></u>
>> Best regards,
<u>>></u>
<u>>></u>
<u>></u>
>> Melissa
<u>>></u>
<u>>></u>
<u>>></u>
>> Melissa Prusock
>> Associate
>>> Greenberg Traurig_ LLP 2101 L Street_N.W. Washington, D.C. 20037
<pre>>> om> www.gtlaw.com<http: www.gtlaw.com="">></http:></pre>
<u>></u>
≥ ≥ ≥
>>Original Message
>> From: Cleary, David (Shld-Phx-Bky)
>> Sent: Thursday, October 12, 2017 2:54 PM
>> To: Prusock, Melissa (Assoc-DC-GvtCntr); Schaengold, Michael J.
>> (Shld-DC-GvtCntr)
>> Cc: Mitchell, Nancy A (Shld-NY-CP-Bky); Bradel, Ryan C.
>> (OfCnsI-DC-GvtCntr)
>> Subject: RE: PREPA - Whitefish
<u>>></u>
>> Thanks. Will look for it, and PREPA will want to work on a real time basis revising it with the team. So, suggest how you want to
coordinate. Thanks.
<u>>></u>
>> David D. Cleary
>> Greenberg Traurig, LLP
>>
>>Original Message
>> From: Prusock, Melissa (Assoc-DC-GvtCntr)
>> Sent: Thursday, October 12, 2017 12:09 PM
>> To: Schaengold, Michael J. (Shld-DC-GvtCntr); Cleary, David
>> (Shid-Phx-Bky)
>> Cc: Mitchell, Nancy A (Shld-NY-CP-Bky); Bradel, Ryan C.
>> (OfCnsI-DC-GvtCntr)
>> Subject: RE: PREPA - Whitefish
>> Dave,
<u>>></u>
>> I am preparing a detailed list of problems with the contract. I am on a plane with very slow internet, I apologize if my responses
are a bit slow.
<u>>></u>
>> Melissa

>> >> Melissa Prusock >> Associate

>> Greenberg Traurig, LLP | 2101 L Street_N.W. | Washington, D.C. 20037

>>> om> www.gtlaw.com< <u>http://www.gtlaw.com>></u>
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<u>»</u>
<u>»</u>
<u>»</u>
>>Original Message
>> From: Schaengold, Michael J. (Shld-DC-GvtCntr)
>> Sent: Thursday, October 12, 2017 12:05 PM
>> To: Cleary, David (Shld-Phx-Bky)
>> Cc: Mitchell, Nancy A (Shld-NY-CP-Bky); Prusock, Melissa
>> (Assoc-DC-GvtCntr); Bradel, Ryan C. (OfCnsI-DC-GvtCntr)
>> Subject: RE: PREPA - Whitefish
<u>>></u>
>> The statements by the FEMA attorney are consistent with the advice that Melissa has been providing.
<u>>></u>
>> Michael J. Schaengold
>> Shareholder
>> Greenberg Traurig, LLP 2101 L Street N.W. Washington, D.C.
>> www.gtlaw.com <http: www.gtlaw.com="">></http:>
>>Original Message
>> From: Cleary, David (Shld-Phx-Bky)
>> Sent: Thursday, October 12, 2017 11:54 AM
>> To: Nelson Morales Rivera
Sector State And
>> Cc: Mitchell, Nancy A (Shld-NY-CP-Bky); Schaengold, Michael J.
>> (Shld-DC-GvtCntr); Prusock, Melissa (Assoc-DC-GvtCntr); Bradel, Ryan
>> C. (OfCnsl-DC-GvtCntr)
>> Subject: FW: PREPA - Whitefish
>>> Please see below. Ramon- when you have a moment, can you please forward the proposed modifications that you sent to Chris.
<u>Thanks. Also, Javier, I do not have Laura's email, can you forward? Thank you.</u>
22 N. David D. Cleany
>> David D. Cleary >> Greenberg Traurig, LLP
>>Original Message
>> From: Zavala-Garcia, Graciela
22 Trom. Zavala-Garcia, Graciela
>> Sent: Thursday, October 12, 2017 11:42 AM
>> To: Mitchell, Nancy A (Shld-NY-CP-Bky); Cleary, David (Shld-Phx-Bky)
>> Cc: Morales, Jose; Harich, Christopher; Rios, Rosa
>> Subject: FW: PREPA - Whitefish
>> Ms. Mitchell:
>> I am an attorney working for FEMA in Puerto Rico. Jose has asked me to respond to your email below. We have elevated this
contract issue to our Headquarters Office of Chief Counsel. It has been concluded that the PREPA contract does not contain some

<u>Exhibit 11</u>

necessary provisions. Please see the following websites for aids that have been developed that can assist in this endeavor: >>

>> The Appendix II to Part 200 of 2 C.F.R. contract provisions can be

>> found here:

>> https://urldefense.proofpoint.com/v2/url?u=https-3A __www.ecfr.gov_cgi

>> -2Dbin_text-2Didx-3FSID-3Db1b13e64d9c7ba2bf1b112db940599eb-26mc-3Dtru

>> e-26node-3Dap2.1.200-5F1521.ii-26rgn-3Ddiv9&d=DwIFAg&c=2s2mvbfY0UoSKk

>> I6_OI9wg&r=5Aj-T1gZVhgyGF9HFMdy7i3dGZKlvGd3VpadAnqyy1E&m=69MzWMLmsSX2

>> CGcHZFUIDuUMI8joANH6_eZ6alvGgP8&s=cRSjQ6IWaT1_utxQcdB6F6nV9tPnJAf-LII

>> tTjUKuZI&e=

>>

>> Here's a link to the template that I've attached:

>> <u>https://urldefense.proofpoint.com/v2/url?u=https-3A__www.fema.gov_med</u>

>> ia-2Dlibrary-2Ddata_1483976790556-2D96bfcf3bf2c64e94d6f63dd4169a7d2c_

>> RequiredContractClauses2C.F.R.200.326and2C.F.R.Part200AppendixII10917

>> .pdf&d=DwIFAg&c=2s2mvbfY0UoSKkI6_OI9wg&r=5Aj-T1gZVhgyGF9HFMdy7i3dGZKI

>> vGd3VpadAnqyy1E&m=69MzWMLmsSX2CGcHZFUIDuUMI8joANH6_eZ6alvGgP8&s=0CEd0

>> G_IKOzScVTr4r-yfYEe6dI4CWs3U6jmBP-npV8&e=

>>

>> In addition, as long as PREPA is a state agency, they must follow the laws of the Commonwealth of Puerto Rico for procurement and contracts. Lastly, FEMA Public Assistance will make the determination as to the reasonableness of the costs.

>>

>> Graciela E. Zavala-Garcia

>> Lead Legal Advisor, Office of Chief Counsel Federal Emergency

>> Management Agency DR-4339-PR

a.dhs.gov>

>>

>>

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>> FEMA: Compassion. Fairness. Integrity. Respect.

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From:
>> Interface in the state of the

>> Subject: PREPA - Whitefish

>>

>> This is the Whitefish Contract. They have a cost-plus concept in here. As a result, they have tried to correct that with the language below. Their issue is that they subcontract so they need to be able to get paid to manage those subcontractors. Let me know who best to talk to about this so I can help them provide guidance.

>> >>

>> DRAFT DRAFT DRAFT

>>

>> Replace exiting language in Article 44 with the following:

>>

>> The Contractor shall submit to PREPA all contract costs outside of

>> Contractor's internal rates in Schedule 1, as updated per this

>> Contract, on a time and materials basis. Such costs shall be

>> reasonable and customary and, for third party contracts, include an

>> allocation for Contractor's program management and oversight of such

>> third party contracts. Costs related to meals and lodging shall be
>> the reasonable and actual costs incurred. [Nancy: there is a lot of
>> cost incurred in the management of these, so we are struggling with
>> possibly offering this provision, but our interpretation of various
>> guidelines was that this may be a strict prohibition (Food & Lodging
>> 'markup')]
>> Nancy A. Mitchell
>> New York Co-Managing Shareholder

>> Greenberg Traurig, LLP | MetLife Building

>> 200 Park Avenue | New York, NY 10166 Tel 212.801.3085 | Fax

>> w.com> | www.gtlaw.com<<u>http://www.gtlaw.com>></u>

>>

>

>> -----

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>

> <171014_EMERGENCY CONTRACT FOR PREPAS ELECTRICAL GRID REPAIR -

> HURRICANE MARIA- WHITEFISH.docx>

Redacted

-----Original Message-----

From: Zavala-Garcia, Graciela Sent: Thursday, October 12, 2017 11:42 AM To: Mitchell, Nancy A (Shid-NY-CP-Bky); Cleary, David (Shid-Phx-Bky) Cc: Morales, Jose; Harich, Christopher; Rios, Rosa Subject: FW: PREPA - Whitefish

Ms. Mitchell:

I am an attorney working for FEMA in Puerto Rico. Jose has asked me to respond to your email below. We have elevated this contract issue to our Headquarters Office of Chief Counsel. It has been concluded that the PREPA contract does not contain some necessary provisions. Please see the following websites for aids that have been developed that can assist in this endeavor:

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Here's a link to the template that I've attached: https://urldefense.proofpoint.com/v2/url?u=https-3A__www.fema.gov_media-2Dlibrary-2Ddata_1483976790556-2D96bfcf3bf2c64e94d6f63dd4169a7d2c_RequiredContractClauses2C.F.R.200.326and2C.F.R.Part200AppendixII10917.pdf&d=DwIFAg&c=2s2mvbfY0UoSKkl6_Ol9wg&r=5Aj-T1gZVhgyGF9HFMdy7i3dGZKlvGd3VpadAnqyy1E&m=69MzWMLmsSX2CGeHZFUIDuUMI8joANH6_eZ6aIvGgP8&s=0CEd0G_IKOZScVTr4r-yfYEe6dl4CWs3U6jmBPnpV8&e=

In addition, as long as PREPA is a state agency, they must follow the laws of the Commonwealth of Puerto Rico for procurement and contracts. Lastly, FEMA Public Assistance will make the determination as to the reasonableness of the costs.

Graciela E. Zavala-Garcia

Lead Legal Advisor, Office of Chief Counsel Federal Emergency Management Agency DR-4339-PR

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----Original Message-----From: Mitchell Sent: Wednesday, October 11, 2017 12:01 PM To: Morales, Jose Subject: PREPA - Whitefish

This is the Whitefish Contract. They have a cost-plus concept in here. As a result, they have tried to correct that with the language below. Their issue is that they subcontract so they need to be able to get paid to manage those subcontractors. Let me know who best to talk to about this so I can help them provide guidance.

DRAFT DRAFT DRAFT

Replace exiting language in Article 44 with the following:

The Contractor shall submit to PREPA all contract costs outside of Contractor's internal rates in Schedule 1, as updated per this Contract, on a time and materials basis. Such costs shall be reasonable and customary and, for third party contracts, include an allocation for Contractor's program management and oversight of such third party contracts. Costs related to meals and lodging shall be the reasonable and actual costs incurred. [Nancy: there is a lot of cost incurred in the management of these, so we are struggling with possibly offering this provision, but our interpretation of various guidelines was that this may be a strict prohibition (Food & Lodging 'markup')]

Nancy A. Mitchell New York Co-Managing Shareholder Greenberg Traurig, LLP | MetLife Building 200 Park Avenue | New York, NY 10166

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Article	Greenburg Traurig Draft	Oct 17, 2017 Contract
4.4	 Breach By Contractor PREPA may terminate contract if Whitefish breached and failed to remedy the breach or make a good faith effort to remedy the breach in 10 days. PREPA may terminate contract with 5 days' notice or with immediate effect if Whitefish commits two or more substantially similar breaches in a month. PREPA has a right to seek damages from Whitefish for any breach of the contract. 	Omitted from final contract
7	 Payment Greenburg advised PREPA to justify the use of time and materials contracting by explaining why other methods of pricing were not available. Greenburg also advised PREPA to place a ceiling price into the rate schedule so that PREPA would not be obligated for payments above a certain amount. 	 Payments No justification of time and materials pricing. Whitefish allowed to stop work if continuing work would exceed the ceiling price. PREPA allowed to increase the ceiling price and Whitefish entitled to reimbursement for work done in excess of original ceiling price if ceiling price is increased.
14	 Termination for Cause PREPA can terminate contract for any breach by Whitefish. If contract terminated, Whitefish is not entitled to compensation for expenses and costs related to termination. 	 PREPA can only terminate for "material breach" and must give Whitefish 30 days to cure breach. Whitefish "shall be compensated for actual, reasonable, and necessary expenses" caused by any termination.

Differences between the contract edited by PREPA's attorneys and the final Oct. 17, 2017 Contract signed by PREPA and Whitefish

	Whitefish does not have right to terminate contract.	• Whitefish can terminate contract if PREPA makes a material breach and fails to remedy in 10 days.
39	Puerto Rico Treasury Department Withholding	Puerto Rico Treasury Department Withholding
	 Whitefish responsible for paying all Puerto Rican taxes and will be `subject to required withholdings by PREPA. 	 PREPA will reimburse "Whitefish for All amounts withheld pursuant to this clause shall be reimbursed by PREPA to [Whitefish]. [Whitefish] shall include any such reimbursement request as a separate miscellaneous line item on the applicable request for payment."
		 Unclear if this applies to all withholdings or the 1.5% "special contribution to PREPA Net (PR's internet network)
51	Time and Materials	Time and Materials
	• Greenburg advised removing provision for time and material billing because "All contract costs should have pre-defined rates, even for time and materials" per FEMA contracting requirement	 Labor rate schedules, attached to the contract assumed a 16 hour a day, 7 days a week work schedule. The hourly rales shall include wages, Indirect costs, general and administrative expense, and profit.
65	Bonding	Bonding
	• Whitefish required to hold a bond as the contract exceeded \$150,000	 Requirement removed from final contract
70	Entire Agreement	Entire Agreement
	Greenburg did not include this section in its draft.	The terms and conditions contained herein constitute the entire agreement between PREPA and the 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.

		<u>Exhibit 14</u>
From:	Andy Techmanski	
Sent:	Tuesday, October 10, 2017 11:40 PM	
To:	Ramon O Caldas Pagan	
Cc:	'Dykes, Melissa H Chief Financial Officer'	
		; Jonathan
	Peltier ; Michael Dyll	
Subject:	Equipment Delayed at Jacksonville Port	

Ramon,

We have over 100 pieces of equipment staged in Jacksonville, that has backed up to maximum threshold. The shipping companies are creating hurdles in getting equipment approved for shipping that causes each piece of equipment to take multiple days to get approved for shipping.

The shipping companies are requiring for each:

- Insurance
- Dimensions
- Weights
- Titles
- Registrations
- Driver Cards
- Wash

Melissa,

Do you have any influence at the port with any of the shipping companies that we can expedite this process and get our equipment onto ships sailing to PR?

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

WHATEFISH

		Exhibit 14
From:	Andy Techmanski	
Sent:	Wednesday, October 11, 2017 12:48 AM	
To:	Ramon O Caldas Pagan	2
Cc:	Special Operations Team Jonathan Peltier ; Ben Wilson	
Subject:	XGL FLights	

Ramon,

We need your approval to ramp up the flights to Puerto Rico in order mobilize as fast as we discussed this morning. With over 100 pieces of equipment backed up at the Jacksonville port, flights are a much faster solution. I would suggest that we increase at minimum 2-3 dedicated 110 ton planes to move more equipment and get more bucket trucks working.

XGL do you have more 110 ton planes that can support us? IF so how quickly can you get additional aircraft into rotation?

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

WHITEFISH

Dykes, Melissa H Chief Financial Officer	
Wednesday, October 11, 2017 2:46 AM	
Andy Techmanski	
Ramon O Caldas Pagan	
; Jonathan Peltier	
; Michael Dyll	
Re: Equipment Delayed at Jacksonville Port	
OutlookEmoji-1505840638895_WHITEFISHENERGY_Emailadaf8e41-1da5-4534- 8b1a-fd7c90327f15.png	

To clarify: is this list of information provided already but it is taking days to get it approved? Or are you wanting to load cargo without some of the information listed?

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Ramon,

We have over 100 pieces of equipment staged in Jacksonville, that has backed up to maximum threshold. The shipping companies are creating hurdles in getting equipment approved for shipping that causes each piece of equipment to take multiple days to get approved for shipping.

The shipping companies are requiring for each:

- Insurance
- Dimensions
- Weights
- Titles
- Registrations
- Driver Cards
- Wash

Melissa,

Do you have any influence at the port with any of the shipping companies that we can expedite this process and get our equipment onto ships sailing to PR?

Evhibit 14

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Any email sent to or from JEA's system may be considered a public record and subject to disclosure under Florida's Public Records Laws. Any information deemed confidential and exempt from Florida's Public Records Laws should be clearly marked. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact JEA by phone or in writing.

J=EXCHANGE ADMINISTRATIVE AA1A3799E14154902472F15C80E198-		
Thursday, October 12, 2017 1:00 AM		
nan Peltier		
; Nelson Morales		
TARGA BENITEZ		
era Alvarado		

Hello Andy,

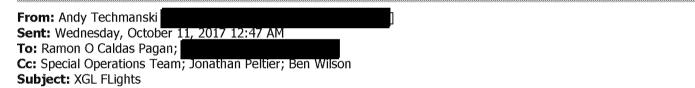
You are authorized to ramp up and continue using air cargo. We don't have time to waste. Only 15% of our clients have electricity and now this situation put at risk the live, security and safety of more than 80% of our Island.

Also, the economy continued declining and the global pharma supply chain is at risk.

For all this reason we need to bring everything as soon as possible.

Regards,

R



Ramon,

We need your approval to ramp up the flights to Puerto Rico in order mobilize as fast as we discussed this morning. With over 100 pieces of equipment backed up at the Jacksonville port, flights are a much faster solution. I would suggest that we increase at minimum 2-3 dedicated 110 ton planes to move more equipment and get more bucket trucks working.

XGL do you have more 110 ton planes that can support us? IF so how quickly can you get additional aircraft into rotation?

Regards,

Andy Techmanski

CEO Whitefish Energy Holdings, LLC

www.whitefishenergy.com

WHITEFISH