



Contract

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00079041
Release : 00000
Executed:
Printed : 10/05/2017
Page : 1

2018-P00128

Mail Invoice To:

Vendor:

GALO CONCRETE LLC
PO BOX SUITE SUITE 10007
SUITE 176
GUAYAMA PR 00785

Please Direct Inquiries to:
ANGELICA ROSARIO DAVILA
AROSARIO16128@AEEPR.COM
Title: PROCUREMENT SUPV G3
Phone: 787-521-3034
Fax :

Ext:

Work Location:
TECNICA DE GUAYAMA
PR 748 KM 0:6
BO. ALGARROBO
(FRENTE A URB. MONTE OLIVO)
GUAYAMA PR 00784

Title: CONTRATO A REQUERIMIENTO DE HORMIGON PARA BASES- REGION PONCE
\*\*\*\*\* BLANKET MASTER CONTRACT \*\*\*\*\*
\*\*\* DRAFT COPY \*\*\*

Total Value : \$1.00 USD

Pricing Method: TIME AND MATERIAL

Contract Type: TECHNICAL SERVICES

Start Date: 10/05/2017

Project

End Date :

Vendor Authorized Signature

Guillermo A. Lopez Ortiz

Printed Name/Title

10-10-17

Date Signed

787-510-0046

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title

5 OCTUBRE 2017

Date Signed

787-521-3034

Phone

Terms and Conditions - Text at End

Fac Standard Rev S/P Text Title
PH000001 004 S Y EQUAL OPPORTUNITY
PH000002 005 S Y COMPLIANCE WITH LAWS.



## Contract

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### Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title
	PH000004	005	S	Y	INFRINGEMENT
	PH000006	016	S	Y	CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE
	PH000007	004	S	Y	APPLICABLE LAW
	PH000011	006	S	Y	CHANGES TO ORDER.
	PH000031	009	S	Y	CONFIDENTIALITY
	PH000033	009	S	Y	FORCE MAJEURE
	PH000037	007	S	Y	TERMINOS PARA RETENCION EN EL ORIGEN
	PH000038	005	S	Y	NONWAIVER.
	PH000040	007	S	Y	RELATIONSHIP OF THE PARTIES.
	PH000057	005	S	Y	TERMINATION
	PH000082	002	S	Y	ANTI-KICKBACK

### Scope of Work

SE ADJUDICA CONTRATO DE EMERGENCIA DE ACUERDO A NUESTRAS ESPECIFICACIONES, TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR LA COMPAÑÍA.

TÍTULO: CONTRATO A REQUERIMIENTO HORMIGÓN Y CANASTO DE VARILLA PARA POSTES DE METAL- REGIÓN PONCE / EMERGENCIA HURACÁN MARÍA

#### VIGENCIA:

EL CONTRATO TENDRÁ UNA VIGENCIA DE DOCE (12) MESES CON OPCIÓN A SER EXTENDIDO POR SEIS (06) MESES ADICIONALES, BAJO LOS MISMOS PRECIOS, TÉRMINOS Y CONDICIONES, DEL CONTRATO ORIGINAL.

#### DESGLOSE DE COSTOS:

-YARDA DE HORMIGÓN 3,000 REGULAR 4"-SLUMP  
PRECIO POR YARDA= \$86.00

-CANASTO DE VARILLA PARA BASES DE POSTE DE METAL 60' H8  
PRECIO POR CANASTO= \$1,600.00

#### INSTRUCCIONES:

1. PUEBLOS: SALINAS, GUAYAMA, ARROYO, PATILLAS Y MAUNABO.
2. EL CONTRATISTA TIENE QUE DESGLOZAR EN SU FACTURA ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 %



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BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD FACTURADA.

3. EL CONTRATISTA PROVEERÁ Y MANTENDRÁ DURANTE LA VIGENCIA DEL CONTRATO, UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

- A. CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO - ESTE SEGURO SE REQUERIRÁ PARA CADA RELEASE EMITIDO.
- B. SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 POR OCURRENCIA Y AGREGADO
- C. SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMOVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO
- D. SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 POR EMPLEADO Y POR ACCIDENTE

*Terms and Conditions - Text*

PH000001 004 EQUAL OPPORTUNITY  
EQUAL OPPORTUNITY.

By accepting this Purchase Order, the Seller certifies that it will not discriminate on the basis of race, color, national origin, sex, religion, age, disability, veteran status or in any way otherwise prohibited by law and will indemnify Buyer against any claims arising from such unlawful discrimination by Seller.

PH000002 005 COMPLIANCE WITH LAWS.  
COMPLIANCE WITH LAWS.

Seller warrants that the Materials, Services or Work Product shall be performed, produced, priced, sold and delivered in strict compliance with all applicable local, domestic and international laws, rules and regulations.

PH000004 005 INFRINGEMENT  
INFRINGEMENT.

Seller shall hold harmless, defend and indemnify Buyer, its affiliates and its and their respective employees, officers and directors from and against all claims, demands, losses or damages, costs or expenses (including attorneys' fees and other expenses incident thereto) arising out of any infringement, or any alleged infringement, of any intellectual



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property rights, including rights arising under any patent, copyright, trademark, license and trade secret, in connection with any Material, Work Products, or Services, except to the extent any infringement resulted from designs provided by Buyer to Seller. Without limiting the foregoing, the Seller shall, at its own expense (i) procure for the Buyer an irrevocable royalty-free license or right to continue using such Materials, Work Product or Services (ii) with Buyer's prior written approval, replace the infringing Material, Work Product, or Services with substantially equal but non-infringing Materials, Work Product or Services or (iii) with Buyer's prior written authorization, modify the infringing Materials, Work Product or Services so it becomes non-infringing; provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Order.

PH000006 016 CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE  
CLÁUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDERALES

EN CUMPLIMIENTO CON LA SECCIÓN 2906 DEL ARTÍCULO 2, DEL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO, LA AUTORIDAD DE ENERGÍA ELÉCTRICA ESTÁ EXENTA DEL PAGO DEL ARBITRIO GENERAL DEL 6.6%. ADEMÁS, A PARTIR DEL 15 DE NOVIEMBRE DE 2006, ESTÁ EXENTA DEL PAGO DEL IMPUESTO A LA VENTA Y USOS (IVU) ESTATAL Y MUNICIPAL POR VIRTUD DE LA SECCIÓN 2508 DE LA LEY 117 DEL 4 DE JULIO DE 2006, CONOCIDA COMO LA LEY DE JUSTICIA CONTRIBUTIVA.

\* LAS FACTURAS TIENEN QUE DETALLAR EL CONCEPTO DE LA COMPRA O SERVICIO.

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LOCAL AND FEDERAL TAXES CLAUSE

IN COMPLIANCE WITH PUERTO RICO'S INTERNAL REVENUE SERVICE CODE, SECTION 2906, ARTICLE 2, PUERTO RICO ELECTRIC POWER AUTHORITY IS EXEMPT OF 6.6% TAX PAYMENT, ALSO, STARTING ON NOVEMBER 15TH, 2006; AND IN ACCORDANCE TO LAW 117 OF 4TH OF JULY OF 2006, KNOWN AS "LEY DE JUSTICIA CONTRIBUTIVA"; PREPA IS EXEMPT OF "IVU (IMPUESTO A LA VENTA Y USOS ESTATAL Y MUNICIPAL)" TAX PAYMENT.

INVOICES SHALL INCLUDE ALL DETAILS RELATED TO GOOD OR SERVICE PURCHASED.

PH000007 004 APPLICABLE LAW  
APPLICABLE LAW.

This Order will be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to its principles regarding conflicts of laws. Exclusive jurisdiction and venue for any action arising hereunder will be in Puerto Rico, whether in Federal or Commonwealth Court.



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PH000011 006 CHANGES TO ORDER.  
CHANGES TO ORDER.

No modifications, changes or substitutions of Materials, Services or Work Product or extra charges of any kind or change in or cancellation of or waiver of or exception to any of the terms or conditions of this Order will be recognized unless authorized by Buyer in writing. Buyer may direct, in writing, changes, including additions to or deletions from the quantities of Materials, Work Product or Services originally ordered, or in the specifications or drawings. Unless otherwise agreed to by the parties, if any such change causes an increase or decrease in the cost of, or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule. Any claims for adjustment shall be asserted by Seller no later than thirty (30) days from the date of Seller's receipt of notice of such change. Nothing contained herein shall excuse Seller from proceeding with a change directed by Buyer prior to negotiation of any adjustment. Notwithstanding the foregoing, mutually agreeable adjustments for any changes under this Order may be made by a written Order revision from one party which is confirmed in writing by the other party.

PH000031 009 CONFIDENTIALITY  
CONFIDENTIALITY.

This Order and all plans, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived there from or otherwise communicated to the Seller in connection with this Order shall be regarded by Seller as strictly confidential and shall not, without the prior written consent of Buyer, be disclosed to any third party or made use of by Seller.

PH000033 009 FORCE MAJEURE  
FORCE MAJEURE.

Neither party shall be in breach of the Order to the extent that any delay or default in performance is due to Force Majeure. The term "Force Majeure" will mean any cause which is not within the control of the party claiming force majeure and which, by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, flood, fire, tornado, governmental order, insurrections, riots and wars. Within seven (7) days of the commencement of an event of Force Majeure, the party affected thereby will provide the other party with written notice of the event. Any event of Force Majeure shall not affect Buyer's right of termination as set forth in TERMINATION Section hereof.



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PH000037 007 TERMINOS PARA RETENCION EN EL ORIGEN  
INFORMACION SOBRE RETENCIÓN EN EL ORIGEN

LA AUTORIDAD RETENDRÁ EL EQUIVALENTE AL 7% DE TODO PAGO POR SERVICIOS PRESTADOS QUE SE EFECTÚE BAJO ESTE CONTRATO, DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994, SECCIÓN 1143, SEGÚN ENMENDADA. NO OBSTANTE, SE DISPONE QUE LA RETENCIÓN A EFECTUARSE POR LA AUTORIDAD BAJO LAS DISPOSICIONES DE LA PRESENTE CLÁUSULA PODRÍA AUMENTAR A:

20% EN CASO DE QUE EL PROFESIONAL FUERA UN INDIVIDUO NO RESIDENTE CIUDADANO DE LOS ESTADOS UNIDOS DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994 , SECCION 1147; O UN 29% EN CASO DE QUE EL POFESIONAL FUERA UN INDIVIDUO NO RESIDENTE Y NO CIUDADANO DE LOS ESTADOS UNIDOS, O UNA CORPORACIÓN O SOCIEDAD EXTRANJERA NO DEDICADA A INDUSTRIA O NEGOCIO EN PUERTO RICO, DE CONFORMIDAD CON EL CÓDIGO DE RENTAS INTERNAS DE PUERTO RICO DE 1994, SECCIONES 1147 Y 1150.

SI EL DEPARTAMENTO DE HACIENDA HA EMITIDO UN CERTIFICADO DE RELEVO A FAVOR DEL PROFESIONAL, ES RESPONSABILIDAD DE ÉSTE, SOMETER COPIA DEL RELEVO A LA AUTORIDAD PARA CADA AÑO NATURAL, DE LO CONTRARIO, LOS PAGOS SEGUIRÁN SUJETOS A LA RETENCIÓN EN EL ORIGEN. TODA FACTURA DEBE DETALLARSE POR CONCEPTOS (SERVICIOS, MATERIALES, EQUIPO, ETC.) PARA IDENTIFICAR LAS PARTIDAS SUJETAS A RETENCIÓN Y EVITAR DESCUENTOS INDEBIDOS.

LA AEE PUEDE TERMINAR ESTE CONTRATO UNILATERALMENTE, EN CASO DE QUE EL CONTRATISTA NO OBSERVE CUALQUIERA DE LAS CLÁUSULAS ANTERIORES, POR CUALQUIER FALLA EN EL CUMPLIMIENTO CON CUALQUIERA DE LAS DISPOSICIONES DEL CONTRATO, INCLUYENDO ESTE ADDENDUM, MEDIANTE LA PREVIA NOTIFICACIÓN POR ESCRITO AL CONTRATISTA DENTRO DEL TÉRMINO DE TREINTA DÍAS ANTES DE COBRAR EFECTIVIDAD LA TERMINACIÓN.

PH000038 005 NONWAIVER.  
NONWAIVER.

No waiver by any party of any condition, or of any breach of any provision contained in this Order, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other provision.

PH000040 007 RELATIONSHIP OF THE PARTIES.  
RELATIONSHIP OF THE PARTIES.

Seller is an independent contractor. This Purchase Order does not create a



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partnership or joint venture between Seller and Buyer. Seller is not an agent of Buyer, and Seller has no authority to act on behalf of Buyer. Except as otherwise provided in this Purchase Order, Seller will provide any and all labor, supervision, materials, and equipment necessary to provide the Materials, Services or Work Product as set forth in this Order, and Seller will obtain any and all permits and authorizations required by applicable law to provide such Materials, Services or Work Product. Seller will control the means and manner of the providing of the Materials, Services or Work Product. Seller's personnel will not be considered employees of Buyer, and Buyer will not provide Seller's personnel with wages, salaries, or benefits.

PH000057 005 TERMINATION  
TERMINATION.

Buyer may, at its option, cancel any unfulfilled Order, in which event Buyer's only obligation shall be to pay for Materials shipped or Work Product or Services performed prior to the receipt cancellation; provided, however, that if this Order covers Materials manufactured to Buyer's specifications, upon receipt of notice of cancellation, Seller shall stop all performance except as otherwise directed by Buyer, and if Seller is not in breach of this Order, Buyer shall pay Seller's actual, direct, unavoidable and reasonable costs resulting from such termination, not to exceed the total price of the Materials, Work Product or Services stated in this Order. Upon such payment, title to any Materials or Work Product, including uncompleted Materials or Work Product, shall pass to Buyer. In the event of default by Seller in the performance of any obligation hereunder, including time of delivery, or in the event it becomes apparent that delivery cannot be accomplished within the time specified, Buyer may, at its option, cancel this Order entirely, without penalty or liability (except for Materials received and accepted.) All provisions necessarily requiring survival beyond any termination of this Order, including, but not limited to, those relating to audit, choice of law, confidentiality, indemnity, title and warranty shall survive any such termination.

PH000082 002 ANTI-KICKBACK  
Seller represents that no unrecited consideration, kickbacks, fees, payments, gifts, entertainment, or things of value were given to or requested by any Buyer employee as an inducement to enter into or continue this Order, and that Seller further agrees to immediately report any such request, demand, or occurrence relating to any Buyer employee or this Order to: Puerto Rico Electric Power Authority, Material Management Division Head Office, P.O. Box 3670151, San Juan, Puerto Rico 00936-0151; Telephone: 787-521-3268, or 787-521-3310. Seller shall adhere to Buyer's Expected Ethical Conduct Standards as defined in PREPA's Code of Ethic or



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Leyes de Ética which is available at:

<http://www.prepa.com/spanish.asp?url=http://www.aeepr.com/suministros.asp>

\* \* \* End of Contract \* \* \*