

GOVERNMENT OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

SECOND AMENDMENT  
Contract 2019-P00011 B  
REHABILITATION OF CULEBRA POWER STATION FACILITIES

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 of May 2, 1941, No. 83, as amended, represented in this act by its Chief Executive Officer/ Executive Director José F. Ortiz Vázquez, of legal age, married and resident of San Juan, Puerto Rico.-----

AS SECOND PARTY: Antilles Power Depot, Inc., (Contractor) a corporation organized and existing under the laws of Puerto Rico, authorized to do business in Puerto Rico, represented in this act by its Chief Operation Officer, Ricardo Rosselló Benes, of legal age, single, and resident of San Juan, Puerto Rico by virtue of Corporate Resolution dated as January 24, 2019.-----

WITNESSETH

In consideration of the mutual covenants hereinafter stated, the parties agree themselves, their personal representatives, and successors as follows:-----

STATE

WHEREAS: The Parties executed the Contract 2019-P00011 on August 17, 2018, at a cost of two million two hundred seventy nine thousand nine hundred fifty one dollars (\$2,279,951) to provide all labor, supervision, equipment, tools, services, engineering, fabrication, construction, testing, startup, and any other necessary items or services to complete the rehabilitation of the Culebra Power Station facilities. Contractor had a term of ninety (90) calendar days, from twenty (20) days after the Notice to Proceed, to reach the Substantial Completion stage. Since the Notice to Proceed was on October 11, 2018, the date for Substantial Completion is January 29, 2019. The original contracted term expires on January 31, 2019. -----

WHEREAS: On January 31, 2019, the parties signed the First Amendment, in which the term of the Contract was extended ninety (90) calendar days. This amendment established a total of two hundred fifty seven (257) calendar days. Thus, the contract is in effect until May 1, 2019.-----

WHEREAS: The Article 11, Changes and/or Extra Work of the Contract, establishes that “PREPA may, at any time, make changes or order extra work within the scope of work contracted, subject to previous written acceptance by PREPA’s Contracting Officer”.-----

WHEREAS: The project was defaulted and abandoned by the original contractor on May 2014 and since no works had been performed. This Contract has the purpose to finish those works previously contracted.-----

WHEREAS: Due to unexpected and unforeseen existing conditions found on the project, changes and modifications to contracted works are needed. These changes and modifications created by conditions, such as, rust in the fuel pumps and generators’ cooling system and mufflers, damaged parts in the switchgear and control cabinets, and protection settings, could not be prevented on site visits or until tests were performed. Besides, this situation created delays in the project completion.-----

WHEREAS: Due to the extension of the completion date of the project, the term of the contract shall be extended accordingly.-----

THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties hereby agrees to amend the Contract as follows:-----

TERMS AND CONDITIONS

FIRST: The first paragraph of Article 3, Commencement and Completion of Work, is amended to read as follows:-----

The term of this Contract shall be extended one hundred fifty (150) calendar days for a total of three hundred seventeen (317) calendar days from the effective date. Therefore the Contract will be in effect until June 30, 2019. The Contractor shall be required to reach the Substantial Completion stage in Ninety (90) Calendar Days from twenty (20) days after the Notice to Proceed is issued, subject to the provisions stated in Article 11. Changes and/or Extra Work, Article 16. Force Majeure, Article 6. Suspension of Work and Termination, and Article 40. Unforeseen Repairs and Damages. The Contractor shall receive a written order, stating the date on which the Contractor shall commence to execute the contracted work. Thus, Notice to Proceed date marks the commencement of work. Mobilizations shall be completed within twenty (20) calendar days after Notice to Proceed. Both Parties agree that time is the essence of the Contract. -----

THEREFORE: The Parties agree that all other terms and conditions, established in the Contract shall remain unaltered and fully enforceable. -----

In WITNESS WHEREOF, the parties hereto have agreed to execute this Second Amendment in San Juan, Puerto Rico, on this 1<sup>st</sup> day of May, 2019. -----

Puerto Rico Electric Power Authority

Antilles Power Depot, Inc.



Por:  
Jaime A.  
López Díaz

José F. Ortiz Vázquez  
Chief Executive Officer  
Tax ID: 660-43-3747



Ricardo Rosselló Benes  
Chief Operation Officer  
Tax ID: 660-58-1300