

**COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY**

**THIRD AMENDMENT  
Contract 2020-P00001C (EPA C-72-128-19)  
New Water Supply for the Aguirre Power Complex Phase V Final Effluent Tank  
and Water Retention Tank Rehabilitation Work  
San Juan Steam Plant**

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 Executive Director, Efran Paredes Maisonet, of legal age, married, engineer, and resident of Bayamón, Puerto Rico.-----

AS SECOND PARTY: RG Engineering, Inc. hereinafter referred to as "the 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 Vice-president, Michelle Marie Camino Bonilla of legal age, married, and resident of Guaynabo by virtue of Corporate Resolution dated as February 10, 2020.-----

WITNESSETH

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

STATE

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

*Rec'd*

WHEREAS: On May 24, 2019, the appearing Parties executed the Contract 2020-P00001 (Contract), to provide: labor, materials, equipment, tools; supervision, test, permits, and services for the New Water Supply for the Aguirre Power Complex Phase V, Final Effluent Tank & Water Retention Tank Rehabilitation Work (the Project). The mentioned works were awarded through the bid process number RFP - 1796, with a not to exceed amount of three million forty eight thousand dollars (\$3,048,000) and a term of three hundred thirty (330) calendar days from the date of the notice to proceed. -----

WHEREAS: On June 16, 2020, the Parties agreed, through the First Amendment of the Contract, to extend its term until December 13, 2020.-----

WHEREAS: On December 11, 2020, the Parties agreed, through the Second Amendment of the Contract, to extend its term until June 23, 2021 and increase the Contract Amount by one hundred eighty nine thousand four hundred thirty-seven dollars with three cents (\$189,437.03), for a total amount of three million two hundred thirty seven thousand four hundred thirty-seven dollars with three cents (\$3,237,437.03).-----

WHEREAS: During the course of the project, there have been some unexpected delays, because of the Covid-19 Pandemic, on the fabrication and delivery of two centrifugal pumps which are an essential and critical activity for the fabrication and installation of the water pump skid and the completion of the project.-----

WHEREAS: The Generation Directorate requests an increase of one hundred thirty-eight (138) additional days related to the delay on the delivery of the pumps.-----

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

TERMS AND CONDITIONS

FIRST: The Article 4, Commencement and Completion of Work, is amended to read as follows:-----

4.1 General

The Contractor shall be required to complete all task and project scope within eight hundred forty-one (841) calendar days from the date of the Notice to Proceed, subject to the provisions stated in Article 10, Changes and/or Extra Work, Article 15, Force Majeure and Article 19, Termination. 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. Mobilization shall be completed within twenty (20) days after the Notice to Proceed. -----

The term of the Contract shall be extended until December 31, 2021.-----

The demand of the obligations of either party under this Contract will be subject to the filing of the Contract at the Office of the Comptroller of the Commonwealth of Puerto Rico, in compliance with Act 18 of October 30, 1975, as amended.-----

The remaining sentences of this Article 4, not affected by this Amendment shall remain in full force.-----

SECOND: The Contractor shall provide, before the execution of this Third Amendment, the following documents and certifications: -----

*Terms*

- A. Certification issued by the Treasury Department of Puerto Rico which indicates that the Contractor does not owe taxes to the Commonwealth of Puerto Rico, for any concept, or is paying such taxes by an installment plan in full compliance with its terms. -----
- B. An Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that the Contractor has filed his Income Tax Return for the last five (5) tax years. -----
- C. A Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that the Contractor has filed its Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods. -----
- D. Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that the Contractor does not owe any tax accruing during the last five (5) years to such governmental agency. -----
- E. A Personal Property Tax Filing Certification, issued by the MRCC which indicates that the Contractor has filed its Personal Property Tax Return for the last five (5) contributory terms. -----
- F. Certification, issued by the Child Support Administration, assuring that the Contractor is in compliance with the withholdings required by law as an employer.
- G. Certificates, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that the Contractor has paid to the Department of Labor and Human Resources of Puerto Rico its employees' contributions accruing during the

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last five (5) years, in accordance with the Puerto Rico Employment Security Act (unemployment, temporary disability or sickness or social security for drivers/chauffeurs); or is paying such contributions by an installment plan in full compliance with its terms. -----

H. Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----

I. Good Standing Certificate issued by the Department of State of Puerto Rico. -----

J. Certification of Incorporation, or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----

If any of the previously required Certifications shows a debt, and the Contractor has requested a review or adjustment of this debt, the Contractor will certify that it has made such request at the time of the Contract execution. If the requested review or adjustment is denied and such determination is final, the Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, the Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments. -----

submitted to PREPA. -----

If by the date of the execution of this Amendment, the Contractor has not obtained any of the above mentioned documents and certifications (with the exception of the Puerto Rico Child Support Administration (ASUME) Certification and the sworn statement required by Act 2-2018, the Anti-Corruption Code for the New Puerto Rico, which are required at the

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time of the execution of this Amendments), it will have a final term of ten (10) work days to provide them. -----

THIRD: The Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico (Act 2-2018). Contractor shall furnish a sworn statement to the effect that neither the Contractor nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Contractor has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (Act 8-2017) or any of the crimes included in Act 2-2018.-----

The Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico (Act 1-2012), any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017. -----

PREPA shall have the right to terminate the Contract in the event the Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.547 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012,

*Handwritten signature*

any of the crimes typified in Act 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-----

The Contractor expressly agrees that the conditions outlined throughout this Article are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for the PREPA to render this Contract null and void. -----

FOURTH: The Parties acknowledge that the Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Third Amendment.-----

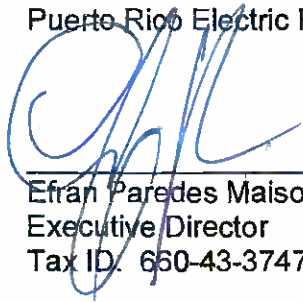
FIFTH: The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the Contract null and void and the Contractor will have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

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

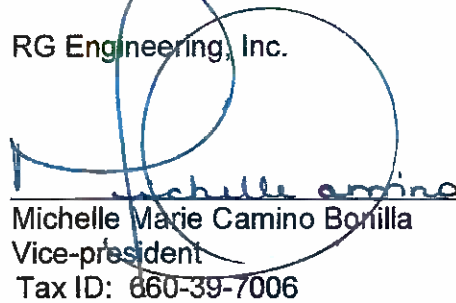
In WITNESS WHEREOF, the Parties hereto have agreed to execute this Third Amendment in San Juan, Puerto Rico, on this 23 day of June, 2021. -----

Puerto Rico Electric Power Authority



Efran Paredes Maisonet  
Executive Director  
Tax ID: 660-43-3747

RG Engineering, Inc.



Michelle Marie Camino Borilla  
Vice-president  
Tax ID: 660-39-7006



## Puerto Rico Electric Power Authority

### Contractor Certification Requirement

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

1. The expected contractor's subcontractor(s) in connection with the proposed contract<sup>1</sup> is (are) the following:

<b>Subcontractor</b>	<b>Principal or Owner</b>	<b>Role</b>	<b>Amount Payable</b>
IronTech	Samuel Velazquez	Operation Vice President	\$638,003.36
Industrial Technical Services	Gerardo Resto	Manager	\$30,381.00

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

- **Does Not Apply**

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-

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<sup>1</sup>As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

<sup>2</sup>For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

Contractor Certification Requirement  
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with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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

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

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

By: Roberto Camino Landron

Date: April 22, 2021

Signature: 