

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT
CONTRACT 87958 (2021-P00062) A
DESIGN AND CONSTRUCTION NEW WATER CONDENSATE TANK 6
AT THE COSTA SUR POWER 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 83 of May 2, 1941, as amended (Act 83), represented in this act by its Interim Executive Director, Efran Paredes Maisonet, of legal age, married, engineer, and resident of Bayamón, Puerto Rico.-----

AS SECOND PARTY: Alonso & Carus Iron Works, 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 Vicepresident, Jorge L. Ramos Ortiz, of legal age, married, and resident of Toa Baja, by virtue of Corporate Resolution dated as February 18, 2020.-----
Both PREPA and the Contractor are herein individuals referred to as a "Party" and collectively referred to as the "Parties".-----

WITNESSETH

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

STATE



WHEREAS: On September 4, 2020, the appearing Parties executed the Contract 2021-P00062 (Contract), to provide: all engineering, design, work, labor, materials, tools, municipal taxes, equipment, enclosures, inspection, supervision, all necessary services, job administration, and superintendence, required for the Design and Construction of a Water Condensate Tank 6 at the Costa Sur Power Plant (Project). The mentioned works were awarded on August 25, 2020 by means of an emergency competitive process (RFP 00002817), Power Advocate Event Number 107639. The Contract have an amount of eight hundred forty five thousand thirteen dollars (\$845,013) and a term of ninety (90) calendar days. -----

WHEREAS: Due to a different site condition in the actual position of the lower reinforcing bar layer of the existing concrete mat, the size of the required "U" bars shown in drawing S-103 prepared by the structural design firm, HGE, PSC, needed to be modified. The issued for bid drawing required a 14" wide "U" bar, but it would interfere with the existing mat foundation lower reinforcing bar layer. To avoid the interference, the designer reduced

the size of the "U" bar to 12" wide. The revised structural drawing was received by the Contractor on September 30, 2020. -----

WHEREAS: This situation resulted in a 6 calendar days delay as shown in the revised project schedule which was discussed during the weekly construction meeting on October 1, 2020. Specifically, the delay is caused by the required revision of the re-bar shop drawings which had been approved by PREPA and by losing the assigned turn at the re-bar fabrication shop.-

WHEREAS: The Contractor submitted a proposal on October 3, 2020 to extend the term for the construction of the project by six (6) calendar days. On October 5, 2020, PREPA's Generation Directorate, evaluated and recommended to add these six (6) calendar days to the original construction term. -----

WHEREAS: Atmospheric events (rainfall) occurred on days 27, 28 and 29 of October 2020 and on November 2, 10 and 11 of 2020. The cumulative hours of these rainy days caused a delay on one (1) day to the original construction term. -----

WHEREAS: On November 12, 2020 a PREPA's employee operating a load lift equipment damaged one of the ring shell plate that was supposed to be installed at the upper ring shell section of the tank. Due to this incident the Contractor had to send back to the workshop the plate damaged for repairs, surface preparation and re-coating. This incident delayed the Contractor's schedule by eleven (11) days. -----

WHEREAS: On November 14, 2020, the Contractor submitted, through an email, a time impact analysis which included the events mentioned above which increases the term for the construction of the project on twelve (12) calendar days. On November 17, 2020, PREPA's project management team evaluated and recommended twelve (12) calendar days to the original term. Therefore, the term for delivery of the Project shall increase from ninety (90) calendar days to one hundred eight (108) calendar days.-----

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, Prosecution and Completion of Work, is superseded to read as follows:-----

PREPA will provide a mobilization letter to the Contractor, prior to begin the Work. All Work shall be performed on one hundred eight (108) days on a continuous schedule, after the

commencement date, specified by PREPA in the mobilization letter. All Work shall be previously coordinated with the Engineer. Any Work performed without the Engineer's approval will not be subject to payment by PREPA.-----

The Contractor will be responsible to obtain all the necessary permits for the Works, including the operation of emergency electric power generators, fuel and oil storage tanks, use of crane and transportation of equipment in state roads and highways. All copies of approved permits must be on the site project. The Contractor must submit a copy of the approved permits to PREPA's Environmental Protection Quality Assurance Division (EPQAD).-----

The Contractor must provide and install construction and maintenance signs in a visible area of the project. These signs must comply with the states and federal codes for regulatory, warning and guide signs.-----

Schedule of Proposed Progress


All work on a particular unit shall be carried out on a continuous schedule following the commencement date specified by PREPA.-----

SECOND: PREPA shall not be liable to the Contractor for any extended overhead costs and the Contractor hereby accepts the time extension as full settlement for the above mentioned delay situations.-----

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

- 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, 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 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. -----

FOURTH: The 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, known as Anticorruption Code for a New Puerto Rico (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, as amended, 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, 4.3 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, any of the crimes typified in Act 2-2018, as amended, 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. -----

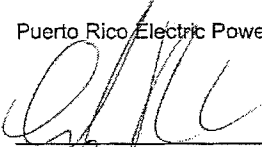
The Contractor expressly agrees that the conditions outlined throughout this Article are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient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

FIFTH: 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 First Amendment in San Juan, Puerto Rico, on this 30 day of NOVEMBER, 2020. -----

Puerto Rico Electric Power Authority

Alonso & Carus Iron Works, Inc.



Efran Paredes Maisonet
Interim Executive Officer



Jorge L. Ramos Ortiz
Vice-president