

PUERTO RICO ELECTRIC POWER AUTHORITY
GENERATION DIRECTORATE

FIRST AMENDMENT
CONTRACT 89722 (2021-P00115) A
NEW DEMINERALIZED WATER TANK #4
PALO SECO STEAM PLANT.

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority (PREPA), a public corporation and government instrumentality of the Government of Puerto Rico, created by Act 83 of May 2, 1941, as amended (Act 83), represented in this act by its Executive Director, Efran Paredes Maisonet, of legal age, married 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 President Jorge L. Ramos Ortiz, of legal age, married, and resident of Toa Baja, by virtue of Corporate Resolution dated as August 18, 2021.-----

Both PREPA and Contractor are herein individually 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: 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. -----

WHEREAS: On May 3, 2021, the appearing Parties executed the Contract 89722 (2021-P00115) (Contract), to provide: all labor, materials, equipment, tools, supervision, test and permits for the Design and Construction of the New Demineralized Water Tank #4 at the Palo Seco Steam Plant in Toa Baja, (the Project). The mentioned works were awarded through the bid process number RFP - 3081, with a not to exceed amount of nine hundred eighty-eight thousand dollars (\$988,000). The Contract has a term of one hundred eighty (180) days from its signature. -----

WHEREAS: During the course of the Project some technical and administrative decisions were taking by PREPA and the following construction activities will be added or deducted from the Contractor's obligations regarding this Contract:

- 1) Improvements to the Tank's Concrete Foundation – after the engineering firm Heinsen Global Engineering, PSC completed a structural evaluation of the existing ring wall concrete foundation, it was decided that no improvements shall be necessary to support the new water steel tank. This means that the cost allowance of one hundred thousand dollars (\$100,000) to make improvement in case that they were needed and required on the RFP – 3081 documents, will not be used, so this amount will be deducted from the Contract Amount.-----
- 2) Demolition of the Existing Steel Tank – during the course of the bid process PREPA decided to save time on the execution of the project by using its internal resources to dismantle the existing 35'-0" diameter and 24'-0" height steel tank. This means that a cost of twenty-two thousand two hundred dollars (\$22,200) will be deducted from the Contract Amount. This amount was part of the Contractor's proposal indicated in IA – Item 2. of the Proposal Form.-----
- 3) New Tank Base Concrete Slab – after the engineering firm Heinsen Global Engineering, PSC completed a structural evaluation of the existing ring wall concrete foundation, it was decided that a new tank base concrete slab will not be necessary for the Project. For that reason a cost of sixteen thousand seven hundred dollars (\$16,700) will be deducted from the Contract Amount. This amount equals the twenty-six thousand six hundred forty dollars (\$26,640) (that amount was part of the Contractor's proposal indicated in Section IA – Item 11 of the Proposal Form), less nine thousand nine hundred forty dollars (\$9,940) which is related to a replacement of the existing sand bedding which give support to the new tank.-----
- 4) Tank Encapsulation for Exterior Paint Coating – PREPA decided to change the painting procedure for the exterior of the tank from airless spray system to manual roller paint method. The cost of thirty-four thousand four hundred dollars (\$34,400) for the tank exterior encapsulation will be deducted from the Contract Amount.-----
- 5) Acceleration on Installation of New Tank – to improve by two weeks the time schedule for the delivery of the tank to be for operation, the Contractor, at PREPA's



requests, submitted the Proposal No. 242-21 for twenty-two thousand one hundred dollars (\$22,100). The proposal was evaluated and recommended by PREPA's project management personnel.-----

WHEREAS: The Generation Directorate requests a reduction on the Contract Amount of one hundred fifty-one thousand two hundred dollars (\$151,200) for a total amount of eight hundred thirty-six thousand eight hundred dollars (\$836,800).-----

TERMS AND CONDITIONS

FIRST: The Parties agree to reduce the Contract Amount by one hundred fifty-one thousand two hundred dollars (\$151,200) for a total amount of eight hundred thirty-six thousand eight hundred dollars (\$836,800). The remaining sentences of Article 3. Consideration, not affected by this Amendment shall remain in full force.-----

The reduction of the Contract Amount shall be done to the account 01-4011-50600-555-287.-----

SECOND: 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, 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 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. ----

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, 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 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 24 day of August, 2021. -----

PUERTO RICO ELECTRIC POWER
AUTHORITY OF PUERTO RICO

CONTRACTOR

BY: 
Efran Paredes Mañonet
Executive Director
Social Security Number 660-43-3747

BY: 
Jorge L. Ramos Ortiz
President
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